| | |
|---|---|
| **From:** | Steve Crain |
| **To:** | "Monica Badillo" |
| **Subject:** | FW: IDEA Public Schools |
| **Date:** | Tuesday, November 29, 2011 4:41:34 PM |
| **Attachments:** | scan (000765-11-14-2011 7-05-27 AM).PDF<br>IDEA - Cert of County Judge - Hidalgo.DOC |

Monica: Please put this on the agenda for next Tuesday's Commissioners Court. Many thanks.

**From:** Bowie, Joetta [mailto:JoettaBowie@andrewskurth.com]
**Sent:** Tuesday, November 29, 2011 3:20 PM
**To:** scrain@atlashall.com; mntrevino@atlashall.com
**Subject:** FW: IDEA Public Schools

Attached is the Certificate of County Judge that Tom Sage discussed with you. This deal is closing on December 8 and it is very important that this get put on the Commissioner's Court agenda for Tuesday, December 6. The copy attached shows it being approved by the County Judge in November. I am attaching is a revised first page showing December.

Please call me or Tom Sage (713.220.3833) if you have any questions.

Your help is very much appreciated.

Thanks,
Joetta

**Joetta Bowie**
Paralegal

**Andrews Kurth LLP**
600 Travis, Suite 4200
Houston, Texas 77002
713.220.3850 Phone
713.238.5042 Fax
JoettaBowie@andrewskurth.com
andrewskurth.com

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**AI-29864** **6. B.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Roy Quintanilha **Submitted By:** Rosie Luna, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

### CAPTION

Safety Division:
Requesting authorization for Safety Officer Rene Parrao to travel to Mesquite, Texas on December 13, 2011 thru December 17, 2011 to attend the OSH503 - Update for General Industry Outreach Trainers hosted by TEEX/OSHA for recertification.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-419-50-125-003-0-583/584

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds will be transferred from Co. Wide Travel Acct 1-1100-415-00-115-002-0-583 as soon as it is approved by Court.

## Attachments

Travel Application
back up

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/28/2011 03:03 PM |
| Erika Zamora | Erika Zamora | 12/01/2011 09:57 AM |
| Auditor's Office | Arcilia Duran | 12/01/2011 02:11 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 05:07 PM |

Form Started By: Rosie Luna Started On: 11/28/2011 02:37 PM

Final Approval Date: 12/01/2011

# HIDALGO COUNTY, TEXAS
## APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 11/28/11
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Safety Division
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Rene Parrao - Safety Officer

## EVENT INFORMATION

| | | | |
|---|---|---|---|
| TITLE OF EVENT: | OSH503 - Update for General Industry Outreach Trainers | | |
| EVENT DATE(S) FROM: | 12/14/11 | TO: | 12/16/11 |
| DEPARTURE DATE: | 12/13/11 | RETURN DATE: | 12/17/11 |
| LOCATION OF EVENT: CITY: | Mesquite, | STATE: | Texas |

## PURPOSE OF TRAVEL

**Place an "X" by the applicable purpose of the trip.**

- [ ] To obtain statutorily required continuing professional education.
- [X] To obtain continuing education related to an employee's work or maintenance of a license or certification.
- [ ] To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- [ ] To participate in professional organizations related to the employee or official's job assignment.
- [ ] To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- [ ] To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- [ ] To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- [ ] To pursue the County's interests in litigation or criminal justice.
- [ ] To promote the economic development interests of the County.
- [ ] To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

## JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

| SUMMARY OF ESTIMATED TRAVEL EXPENSES | ESTIMATED EXPENSES | (DBM USE ONLY) FUNDS AVAILABLE BALANCE |
|---|---|---|
| 1. REGISTRATION FEE(S) | $ 595.00 | |
| Subtotal for Object Code 584 | $ 595.00 | $ |
| 2. AIRFARE- ROUNDTRIP COACH FARE ONLY | $ - | |
| 3. TAXI FARE | $ - | |
| 4. BUS FARE | $ - | |
| 5. RENTAL CAR | $ - | |
| 6. GASOLINE/DIESEL/FUEL | $ - | |
| 7. MILEAGE REIMBURSEMENT | $ - | |
| 8. TELEPHONE CALLS | $ - | |
| 9. PARKING | $ - | |
| 10. LODGING | $ 402.28 | |
| 11. MEALS | $ 195.00 | |
| 12. OTHER EXPENSES | $ - | |
| Subtotal for Object Code 583 | $ 597.28 | |
| 13. TOTAL ESTIMATED TRAVEL EXPENSES | $ 1,192.28 | $ |

**MODE OF TRAVEL** (Place an "X" by applicable mode of travel)

| | |
|---|---|
| AIRFARE* | |
| BUS** | |
| Rental Car** | |
| County Vehicle** | X |
| Private Vehicle** | |
| OTHER** (Specify) | |

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

**ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)**

**I certify that:**

- [X] Trip expenses are necessary and will be incurred for official county business.
- [X] Reasonable efforts to minimize the use of county funds have been explored.
- [ ] Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- [ ] If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

| APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD: | DATE: | DEPARTMENT CONTACT PERSON: | PHONE NO.: |
|---|---|---|---|
| | | Roy Quintanilla | 292-7030 |

**FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:**

- [ ] TRAVEL IS **APPROVED** for the individuals listed below:
- [ ] TRAVEL IS **NOT APPROVED** for the individuals listed below:

| REVIEWED BY (PRINT NAME): | DATE: | REVIEWER'S SIGNATURE: | PHONE NO.: |
|---|---|---|---|
| | | | |

| DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME): | DATE: | SIGNATURE OF DBM DEPARTMENT HEAD: |
|---|---|---|
| | | |

TEXAS ENGINEERING EXTENSION SERVICE
*Infrastructure Training & Safety Institute • OSHA Training Institute Southwest Education Center*
John B. Connally Building · 301 Tarrow · College Station, Texas 77840-7896
Toll-free (800) SAFE-811 (800-723-3811) · Phone (979) 458-2001 · Fax (979) 458-1426 · www.teex.org
TRAIN ▪ SERVE ▪ RESPOND

October 31, 2011

Rene Parrao
2818 S. Bus. Hwy 281
Edinburg TX 78539-6243

SUBJECT: Your OSHA Trainer Expires Soon.

Dear Rene,

Your General Industry Trainer (#494589) expires on 1/18/2012.

In order to better serve you, a member of our group of professional trainers, we are sending this friendly reminder so you can schedule your refresher training.

*NOTE: If you have already renewed your trainer status or are already registered to renew your trainer status, please disregard this letter.*

If we can assist you in any way, please contact our Customer Care Center at: 800-723-3811.

Thank you for your time and attention.

Sincerely,

Dan Gray

Dan Gray
Training Director
OSHA Training Institute Southwest Education Center
Infrastructure Training and Safety Institute
Texas Engineering Extension Service

# Class Details

**OS OSH503 67 — Update for General Industry Outreach Trainers (OSHA 503)**

| Price | Start Date | End Date | Start Time | Instructor | Location | |
|---|---|---|---|---|---|---|
| $595.00 full participant rate | 12/14/2011 | 12/16/2011 | 1300 | To be announced | TEEX-OTISEC<br>15515 IH-20 at Lumley<br>Mesquite, TX 75181 USA | [see Other Information below] [details] |

## Course Description

### OSH503 - Update for General Industry Outreach Trainers (OSHA 503) - 19.25 Hours

**Prerequisites**
**SEE BELOW.**

**Description**

IMPORTANT PREREQUISITE: In order to participate in this course, the student MUST have successfully completed the *Trainer In Occupational Safety And Health Standards For General Industry* course (OSHA 501), as verified by ONE of the following:

1. Verification by TEEX Customer Care Center of successful completion of the TEEX *Trainer In Occupational Safety And Health Standards For General Industry course (OSH501),*
   **OR**
2. Providing TEEX Customer Care Center a copy of your successful completion certificate for a *Trainer In Occupational Safety And Health Standards For General Industry course (OSHA 501),*
   **OR**
3. Providing TEEX Customer Care Center a copy of your valid OSHA General Industry Outreach Trainer card.
   **AND**
4. Downloading and mailing in the completed, signed, and dated **OTISEC Registration Form** (TO INCLUDE PAYMENT).

**NOTE: You must renew your Trainer Course every four years to maintain your "OSHA Authorized Trainer" status.**
**Check your card expiration date. If your card is expired, you must retake the OSHA 501.**

NOTE: The student will NOT be registered for the course until the prerequisite is met.

This course **(OSHA 503)** is designed for personnel who have taken OSHA Course 501 and who are active trainers in the outreach program or those in general industry who would like to keep current their knowledge of the OSHA standards in 29 CFR 1910. This course provides an update on such topics as OSHA general industry standards, policies, and regulations.

GSA Schedule

GSA customers, please contact the division to register. Call 800-723-3811.

This course is eligible for 3.01 CM points from the ABIH.

**Topics**

**Audience**

Active trainers in the outreach program.

**Other Information**

**STUDENT ATTENDANCE POLICY**

TEEX-PRT and the OSHA Training Institute (OTI) have an attendance policy that requires all students to fully attend enrolled classes. In order for you to receive a certificate of completion, you must attend the entire class. We realize that extenuating circumstances may arise that would take you out of class and have implemented the following policy to handle those situations. Below are the responsibilities and expectations of you as a student in a TEEX-PRT course.

1. You are expected to attend 100% of the course in which you are enrolled.
2. If an extenuating circumstance arises that requires you to attend less than 100% of class, you must complete the Student Absentee Request form (found in the student manual) prior to leaving the classroom and submit it to the instructor for approval. If the extenuating circumstance arises during non-class hours, you must complete the Student Absentee Request form immediately upon return to the classroom and submit it to the instructor for approval.
3. With an approved absence for extenuating circumstances you may have options for make-up work. See your instructor.
4. Unexcused absences will require you to make-up time missed by attending the same course offered at another time.
5. You must enroll through TEEX-PRT Registrars to attend the make-up course.

This course may be offered on-site on a contract basis. Contact OSHA today for a quote.

Due to the prerequisites, registration must be done by contacting our registrars at 1-800-723-3811 or 972-222-1300.

# 2011-2012 TRAINING SCHEDULE

## OSH501 - Trainer Course in Occupational Safety and Health Standards for General Industry

OSHA 501 | 31 Hours | 3.1 CEUs | 4.34 ABIH CM Points | $695

| | | |
|---|---|---|
| OSH501 | Oct 18-21, 2011 | Houston, TX |
| OSH501 | Oct 25-28, 2011 | San Antonio, TX |
| OSH501 | Nov 1-4, 2011 | Albuquerque, NM |
| OSH501 | Dec 13-16, 2011 | Mandeville, LA |
| OSH501 | Dec 19-22, 2011 | Mesquite, TX |
| OSH501 | Jan 10-13, 2012 | Mesquite, TX |
| OSH501 | Jan 24-27, 2012 | San Antonio, TX |
| OSH501 | Feb 14-17, 2012 | Mesquite, TX |
| OSH501 | Feb 28-Mar 2, 2012 | New Iberia, LA |
| OSH501 | Mar 27-30, 2012 | Houston, TX |
| OSH501 | Apr 2-5, 2012 | Mesquite, TX |
| OSH501 | Apr 24-27, 2012 | Bryan, TX |
| OSH501 | May 22-25, 2012 | San Antonio, TX |
| OSH501 | May 29-Jun 1, 2012 | Mesquite, TX |

## OSH502 - Update for Construction Industry Outreach Trainers

OSHA 502 | 19 Hours | 1.9 CEUs | 3.01 ABIH CM Points | $595

| | | |
|---|---|---|
| OSH502 | Oct 17-19, 2011 | San Antonio, TX |
| OSH502 | Dec 12-14, 2011 | Mesquite, TX |
| OSH502 | Feb 6-8, 2012 | San Antonio, TX |
| OSH502 | Feb 13-15, 2012 | Bossier City, LA |
| OSH502 | May 14-16, 2012 | Mesquite, TX |

## OSH503 - Update for General Industry Outreach Trainers

OSHA 503 | 19 Hours | 1.9 CEUs | 3.01 ABIH CM Points | $595

| | | |
|---|---|---|
| OSH503 | Oct 19-21, 2011 | San Antonio, TX |
| OSH503 | Oct 25-27, 2011 | Hobbs, NM |
| OSH503 | Dec 14-16, 2011 | Mesquite, TX |
| OSH503 | Feb 8-10, 2012 | San Antonio, TX |
| OSH503 | Feb 15-17, 2012 | Bossier City, LA |
| OSH503 | May 16-18, 2012 | Mesquite, TX |

## OSH521 - OSHA Guide to Industrial Hygiene

OSHA 521 | 31 Hours | 3.1 CEUs | 4.34 ABIH CM Points | $695

| | | |
|---|---|---|
| OSH521 | Nov 14-18, 2011 | Mesquite, TX |
| OSH521 | Jan 23-27, 2012 | Mesquite, TX |
| OSH521 | Feb 6-10, 2012 | San Antonio, TX |
| OSH521 | Mar 5-9, 2012 | Houston, TX |
| OSH521 | Mar 19-23, 2012 | Mesquite, TX |
| OSH521 | May 21-25, 2012 | Mesquite, TX |

## OSH560 - Disaster Site Worker Train-the-Trainer Course

OSHA 5600 | 31 Hours | 3.1 CEUs | 4.34 ABIH CM Points | $695

| | | |
|---|---|---|
| OSH560 | Apr 17-20, 2012 | Harvey, LA |

## OSH712 - Seminar on Combustible Dust Hazards

OSHA 7120 | 8 Hours | 0.8 CEUs | $195

| | | |
|---|---|---|
| OSH712 | Nov 29, 2011 | Mesquite, TX |
| OSH712 | Apr 10, 2012 | San Antonio, TX |

## OSH715 - Evacuation and Emergency Planning

OSHA 7105 | 4 Hours | 0.4 CEUs | $195

| | | |
|---|---|---|
| OSH715 | Feb 21, 2012 | Mesquite, TX |
| OSH715 | Apr 17, 2012 | Mesquite, TX |

## OSH720 - Bloodborne Pathogens Exposure Control for Healthcare Facilities

OSHA 7200 | 8 Hours | 0.8 CEUs | $195

| | | |
|---|---|---|
| OSH720 | Feb 22, 2012 | Mesquite, TX |
| OSH720 | Apr 18, 2012 | Mesquite, TX |

## OSH725 - Health Hazard Awareness

OSHA 7205 | 8 Hours | 0.8 CEUs | $195

| | | |
|---|---|---|
| OSH725 | Feb 23, 2012 | Mesquite, TX |
| OSH 25 | Apr 19, 2012 | Mesquite, TX |

**AI-29886** **6. C.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Authority for County Judge to sign Certificate for Education Revenue Bonds (IDEA Public Schools) Series 2011 for the issuance of Education Revenue Bonds

### BACKGROUND

## Attachments

email

bonds

cert

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 08:28 AM |
| Erika Zamora | Erika Zamora | 12/01/2011 10:00 AM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Monica Badillo Started On: 11/29/2011 05:05 PM

Final Approval Date: 12/02/2011

CERTIFICATE OF THE COUNTY JUDGE OF HIDALGO COUNTY, TEXAS
**(Education Revenue Bonds (IDEA Public Schools) Series 2011)**

The undersigned County Judge of Hidalgo County, Texas, (the "County") hereby certifies with respect to the issuance by the Clifton Higher Education Finance Corporation (the "Corporation"), of its Education Revenue Bonds (IDEA Public Schools) Series 2011 (the "Bonds"), that:

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as **Exhibit A** to the attached Certificate of Public Hearing Officer, and the conducting of such Public Hearing.

**THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.**

Date: November ____, 2011

_____
County Judge, Hidalgo County, Texas

# EXHIBIT A

**CERTIFICATE OF PUBLIC HEARING OFFICER**
**REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))**

CLIFTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE BONDS (IDEA PUBLIC SCHOOLS) SERIES 2011

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (collectively, the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.

2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in The Monitor and The Cameron Herald, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 9TH day of November, 2011.

Wyatt J. Truscheit
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

**EXHIBIT A**

**AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING**

**ATTACHED**

#40013489 - Law Office of Andrews, Kurth - 95108814

THE MONITOR

## PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

NORMA I. PEREZ, being duly sworn on her oath states that she is the Account Representative of ***THE MONITOR*** and that the attached notice appeared in the following issues:

October 19, 2011

Norma I. Perez

Subscribed and sworn to before me this 26th day of October A.D. 2011

Notary Public, Hidalgo County

ELIZABETH D. FLORES
Notary Public, State of Texas
My Commission Expires
September 29, 2013

### *NOTICE OF PUBLIC HEARING*

**CLIFTON HIGHER EDUCATION FINANCE CORPORATION**
**EDUCATION REVENUE BONDS**
**(IDEA PUBLIC SCHOOLS)**
**SERIES 2011**

Notice is hereby given of a public hearing to be held on behalf of the Clifton Higher Education Finance Corporation (the "Issuer") on November 9, 2011, at 4:00 p.m., at 505 Angelita Drive, Suite 9, Weslaco, Texas 78596, with respect to the Issuer's Education Revenue Bonds, Series 2011 to be issued in an aggregate principal amount not to exceed $35,000,000 by the Issuer. The proceeds of the Bonds will be loaned to IDEA Public Schools, a Texas nonprofit corporation (the "Borrower"), for the following purposes: (i) finance and/or refinance the cost of acquisition of land for its Brownsville Campus, 4395 Paredes Line Road, Brownsville, Texas and McAllen Campus, 201 N. Bentsen Road, McAllen, Texas; (ii) finance and/or refinance the construction of educational facilities at its Brownsville Campus 4395 Paredes Line Road, Brownsville, Texas, including primary and secondary facilities; (iii) finance and/or refinance the construction of educational facilities at its McAllen Campus, 201 N. Bentsen Road, McAllen, Texas, including primary and secondary facilities; (iv) finance and/or refinance the cost of improving and equipping its Mission Campus, 1600 S. Schuerbach Road, Mission, Texas, its San Benito Campus, 2151 Russell Lane, San Benito, Texas, its Alamo Campus, 327 E. FM 495, Alamo, Texas, its Donna Campus, 401 S. 1st Street, Donna, Texas, its Frontier Campus, 2800 S. Dakota Avenue, Brownsville, Texas, its Quest Campus, 14001 N. Rooth Road, Edinburg, Texas, its San Juan Campus, 200 N. Nebraska Street, San Juan, Texas, its Pharr Campus, 600 E. Las Milpas Road, Pharr, Texas, its Edinburg Campus, 2553 Front Rogers Road, Edinburg, Texas and its Weslaco Campus, 2931 E. Sugar Cane Drive, Weslaco, Texas; (v) funding a debt service reserve fund or the purchase of a Reserve Fund Surety Policy; (vi) pay capitalized interest; and (vii) paying a portion of the costs of issuance of the Bonds. The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Wyatt J. Truscheit or his designee (the Hearing Officer). All interested persons are invited to attend such public hearing to express their views with respect to the above-described project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (713) 238-5040. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

# PUBLISHER'S AFFIDAVIT

STATE OF TEXAS
COUNTY OF MILAM

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR, THE STATE OF TEXAS, MILAM COUNTY, PERSONALLY APPEARED, TO ME KNOWN, WHO, AFTER BEING BY ME DULY SWORN, ON OATH SAYS: THAT HE/SHE IS PUBLISHER REPRESENTATIVE OF THE CAMERON HERALD, WHICH IS A NEWSPAPER OF GENERAL CIRCULATION PUBLISHED IN THE TOWN OF CAMERON, IN MILAM COUNTY, TEXAS, AND WHICH HAS BEEN CONTINUOUSLY AND REGULARLY PUBLISHED THEREIN FOR A PERIOD OF MORE THAN ONE YEAR NEXT BEFORE THE PUBLICATION OF THIS NOTICE.

NOTICE:
__CLIFTON HIGHER EDUCATION FINANCE CORP. EDUCATION REVENUE BONDS NOTICE....SERIES 2011

---

THAT THE SAID NOTICE WAS PRINTED AND PUBLISHED IN THE SAID NEWSPAPER ON THE FOLLOWING DATES:

OCT. 20, 2011

---

WITNESS MY HAND THIS: ___26TH DAY OF OCT.___2011_____

Elissa Hernandez
PUBLISHER/PUBLISHER'S REPRESENTATIVE

SWORN AND SUBSCRIBED TO ME ON THIS THE __26TH____ DAY OF _____OCT.__2011_____ TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE.

Clydell Seaton
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____CLYDELL SEATON_____
PRINT OR TYPE NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES: 04/01/13.

NOTARY PUBLIC STATE OF TEXAS
CLYDELL SEATON
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Expires 04-01-2013

NOTICE OF PUBLIC HEARING- Clifton Higher Education Finance Corporation Education Revenue Bonds (IDEA Public Schools) Series 2011.

Notice is hereby given of a public hearing to be held on behalf of the Clifton Higher Education Finance Corporation (the "Issuer") on November 9, 2011, at 4:00 p.m., at 505 Angelita Drive, Suite 9, Weslaco, Texas 78596, with respect to the Issuer's Education Revenue Bonds, Series 2011 to be issued in an aggregate principal amount not to exceed $35,000,000 by the Issuer. The proceeds of the Bonds will be loaned to IDEA Public Schools, a Texas nonprofit corporation (the "Borrower"), for the following purposes: (i) finance and/or refinance the cost of acquisition of land for its Brownsville Campus, 4395 Paredes Line Road, Brownsville, Texas and McAllen Campus, 201 N. Bentsen Road, McAllen, Texas; (ii) finance and/or refinance the construction of educational facilities at its Brownsville Campus 4395 Paredes Line Road, Brownsville, Texas, including primary and secondary facilities; (iii) finance and/or refinance the construction of educational facilities at its McAllen Campus, 201 N. Bentsen Road, McAllen, Texas, including primary and secondary facilities; (iv) finance and/or refinance the cost of improving and equipping its Mission Campus, 1600 S. Schuerbach Road, Mission, Texas, its San Benito Campus, 2151 Russell Lane, San Benito, Texas, its Alamo Campus, 327 E. FM 495, Alamo, Texas, its Donna Campus, 401 S. 1st Street, Donna, Texas, its Frontier Campus, 2800 S. Dakota Avenue, Brownsville, Texas, its Quest Campus, 14001 N. Rooth Road, Edinburg, Texas, its San Juan Campus, 200 N. Nebraska Street, San Juan, Texas, its Pharr Campus, 600 E. Las Milpas Road, Pharr, Texas, its Edinburg Campus, 2553 Front Rogers Road, Edinburg, Texas and its Weslaco Campus, 2931 E. Sugar Cane Drive, Weslaco, Texas; (v) funding a debt service reserve fund or the purchase of a Reserve Fund Surety Policy; (vi) pay capitalized interest; and (vii) paying a portion of the costs of issuance of the Bonds. The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Wyatt J. Truscheit or his designee (the Hearing Officer). All interested persons are invited to attend such public hearing to express their views with respect to the above-described project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (713) 238-5040. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

**EXHIBIT B**

**NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING**

**NONE**

| Name of Attendee | Comment |
|---|---|
| 1. | |
| 2. | |
| 3. | |

CERTIFICATE OF THE COUNTY JUDGE OF HIDALGO COUNTY, TEXAS
**(Education Revenue Bonds (IDEA Public Schools) Series 2011)**

The undersigned County Judge of Hidalgo County, Texas, (the "County") hereby certifies with respect to the issuance by the Clifton Higher Education Finance Corporation (the "Corporation"), of its Education Revenue Bonds (IDEA Public Schools) Series 2011 (the "Bonds"), that:

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as **Exhibit A** to the attached Certificate of Public Hearing Officer, and the conducting of such Public Hearing.

**THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.**

Date: December ____, 2011

_____
County Judge, Hidalgo County, Texas

**AI-29908** **6. D.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Discussion, consideration, and action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2012-2013

### BACKGROUND

## Attachments

ballot

recap

resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 01:03 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Monica Badillo Started On: 11/30/2011

Final Approval Date: 12/02/2011

# HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Personal Property Fax: (956) 289-2122

BOARD OF DIRECTORS
Richard A. Garza — Chairman
Arturo E. Guerra, Jr. — Vice-Chairman
David Hernandez — Secretary
Rudy Elizondo — Member
Pete Garcia — Member
Armando Barrera, Jr. — Member

www.hidalgoad.org

RECEIVED
NOV 01 2011
COUNTY JUDGE

October 31, 2011

Honorable County Judge
Mr. Ramon Garcia
PO Box 1356
Edinburg, TX 78540-1356

Re: Selection of Board of Directors 2012-2013

Dear Honorable Judge Ramon Garcia:

Previously on October 19, 2011 our office mailed information pertaining to the election of Hidalgo County Appraisal Distinct Board of Directors along with the ballot. The ballot incorrectly listed Mr. Rodolfo (Rudy) Elizondo as a nominee when in fact the ballot should have reflected Mr. Rodrigo (Rudy) Elizondo as a nominee.

Attached you will find the correct ballot with all of the nominees. Please be advised the deadline to submit resolutions casting your votes remains the same and all resolutions will need to be submitted out office no later than December 15, 2011.

If you should have any questions relating to this matter, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG:pma

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Chief Appraiser

RG:pma

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Rudy Elizondo Member
Pete Garcia Member
Armando Barrera, Jr. Member

www.hidalgoad.org

Hidalgo County Appraisal District
4405 S. Professional Drive – PO Box 208
Edinburg, TX 78540-0208

Selection of Hidalgo County Appraisal District
Board of Directors
2012 – 2013

"OFFICIAL BALLOT

| Entity: Hidalgo County | # Of Votes: 1,200 |
|---|---|
| Elizondo, Rodrigo (Rudy) | |
| Garcia, Pete | |
| Garza, Richard A. | |
| Guerra, Arturo E. Jr. | |
| Guerrero, Esmeralda | |
| Hernandez, David | |
| Hernandez, Richard | |
| Requenez, Amador | |

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

# HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
## ELECTION RESULTS
## 2012 - 2013

| | # of Votes | Rudy Elizondo | Pete Garcia | Richard A. Garza | Arturo E. Guerra, Jr. | Esmeralda Guerrero | David Hernandez | Richard Hernandez | Amador Requenez |
|---|---|---|---|---|---|---|---|---|---|
| **ENTITIES** | | | | | | | | | |
| Hidalgo County | 1200 | | | | | | | | |
| Drainage District #1 | 140 | | | | | | | | |
| **CITIES** | | | | | | | | | |
| City of Alamo | 20 | | 20 | | | | | | |
| City of Alton | 10 | | | | | | | | 10 |
| City of Donna | 30 | | | | | | 30 | | |
| City of Edcouch | 5 | | | | | | | | |
| City of Edinburg | 155 | | | 155 | | | | | |
| City of Elsa | 10 | | | | | | | | |
| City of Granjeno | 5 | | | | | | | | |
| City of Hidalgo | 10 | | | | | | | | |
| City of La Joya | 5 | | | | | | | | |
| City of La Villa | 5 | | | | | | | | |
| City of McAllen | 235 | | | | 235 | | | | |
| City of Mercedes | 25 | | | | | 25 | | | |
| City of Mission | 135 | | | | | | | | 135 |
| City of Palmview | 5 | | 5 | | | | | | |
| City of Penitas | 5 | | | | | | | | |
| City of Pharr | 110 | 110 | | | | | | | |
| City of Progreso | 5 | | | | | | | | |
| City of San Juan | 45 | | | | | | 45 | | |
| City of Sullivan | 5 | | | | | | | | |
| City of Weslaco | 70 | | | | | | 70 | | |
| **SCHOOLS** | | | | | | | | | |
| Donna ISD | 90 | | 90 | | | | | | |
| Edcouch-Elsa ISD | 25 | | | | | | | | |
| Edinburg ISD | 495 | | | 495 | | | | | |
| Hidalgo ISD | 45 | 6 | 6 | 6 | 6 | 6 | 5 | 5 | 5 |
| La Joya ISD | 215 | | 215 | | | | | | |
| La Villa ISD | 10 | | | | | | | | |
| Lyford ISD | 5 | | | 5 | | | | | |
| McAllen ISD | 515 | 34 | 36 | 118 | 71 | 36 | 111 | 51 | 57 |
| Mercedes ISD | 45 | | | | | | 45 | | |
| Mission ISD | 155 | | | | | | | 77 | 78 |
| Monte Alto ISD | 5 | | | | | | 5 | | |
| P-SJ-A ISD | 345 | | 345 | | | | | | |
| Progreso ISD | 15 | | | | | | | | |
| Sharyland ISD | 220 | | | | | | | 110 | 110 |
| South Texas ISD | 105 | | 6.4 | 56.3 | 4.2 | | 15.8 | | 22.3 |
| South Texas College | 310 | | | | 155 | | | | 155 |
| Valley View ISD | 40 | | | | | | | 40 | |
| Weslaco ISD | 150 | | | | | | 150 | | |
| GRAND TOTAL | 5025 | 150 | 723.4 | 835.3 | 471.2 | 67 | 476.8 | 283 | 572.3 |

As of 12-1-2011

# RESOLUTION

STATE OF TEXAS

COUNTY OF HIDALGO

WHEREAS, the Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, the County of Hidalgo is entitled to cast a total of _____ votes in said election; and

WHEREAS, all ballots must be returned by December 15, 2011 which is the deadline for accepting votes,

NOW, THEREFORE BE IT RESOLVED by the County of Hidalgo that the county does hereby cast _____votes for _____

for Hidalgo County Appraisal District Board of Directors for 2012-2013.

PASSED AND APPROVED by Commissioners' Court of County of Hidalgo this _____day of December, 2011.

_____

Ramon Garcia, County Judge

_____

Arturo Guajardo, Jr., County Clerk

**AI-29893** **6. E.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

### CAPTION

Approval to accept a settlement check from Texas Farm Bureau Insurance Company in the amount of $2,086.30 to settle auto accident with County vehicle. (Precinct 1)

### BACKGROUND

DOL: 10/17/11

Acct #: 1-1100-360-00-000-005-0-000

## Attachments

Tx Farm Bureau Ins. Co. Settlement Check

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 10:22 AM |
| Erika Zamora | Erika Zamora | 12/01/2011 09:18 AM |
| Auditor's Office | Arcilia Duran | 12/01/2011 02:12 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 05:07 PM |

Form Started By: Aida Alvarez Started On: 11/30/2011 09:21 AM

Final Approval Date: 12/01/2011

**Texas Farm Bureau Casualty Insurance Co.**

**Check No.: 242356**

**Date:** 11/23/2011

**Amount Paid:** $ 2,086.30

**Claim Number:** 307198

**Policy Number:** 21587777

**Payee Name and Address:**

HIDALGO COUNTY SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540-1356

Form C04/0695 - DXM 00

**Texas Farm Bureau Casualty Insurance Co.**

**Check No.: 242356**

**Date:** 11/23/2011

**Amount Paid:** $ 2,086.30

**Claim Number:** 307198

**Policy Number:** 21587777

**Payee Name and Address:**

HIDALGO COUNTY SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540-1356

Form C04/0695 - DXM 00

***Texas Farm Bureau Casualty Insurance Company***
P.O. Box 2689 / Waco, Texas 76702-2689

56-382
412

**7242356**

*NOT VALID AFTER ONE YEAR*

| DATE | PAY THIS AMOUNT |
|---|---|
| 11-23-2011 | ** 2,086.30** |

In Full Payment For 2002 FORD RANGER XL

**Policy No.: 21587777** **Claim No.: 307198**

Wells Fargo Bank, N.A.
115 Hospital Drive
Van Wert, OH 45891

***Pay Only>***

2,086.30
TWO COMMA ZERO EIGHT SIX PERIOD THREE ZERO

SOURCE
7-CLAIMS-CHECK
DXM
Texas Farm Bureau Casualty Insurance Company

*Pay to the Order Of*

HIDALGO COUNTY SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540-1356

**Authorized Signature**

⑈7242356⑈ ⑆041203824⑆ 9600011314⑈

Date: 11/ 7/2011 04:03 PM
Estimate ID: 30719809-02
Estimate Version: 0
Committed
Profile ID: HRL

TEXAS FARM BUREAU CASUALTY * TEXAS FARM BUREAU UNDERWRITERS
TEXAS FARM BUREAU MUTUAL * FARM BUREAU COUNTY MUTUAL INS CO OF TEXAS

FAX- 956-318-265

# TEXAS FARM BUREAU INSURANCE COMPANIES

P O BOX 1699, PHARR, TX 78577
(956) 787-8844 ext. 17
Fax: (956) 787-4365

This is an estimate only, and is the basis for determining the Actual Cash Value of the damage. This is not an authorization to repair. By law, you have the right to select where your vehicle is repaired as well as the parts used to repair it. However, TEXAS FARM BUREAU INSURANCE COMPANIES is not required to pay more than reasonable amount for the damages. You may be required to pay the difference. Any additional damages found will have to be inspected, or approved for reimbursement by a representative of TEXAS FARM BUREAU INSURANCE COMPANIES.

Damage Assessed By: SAM SANCHEZ

Appraised For: DANNY MENDEZ
(956) 787-8844

Type of Loss: Property Damage
Date of Loss: 10/17/2011
Contact Date: 11/ 7/2011
Deductible: NONE
Policy No: 21587777

Claim Number: 30719809-02

Insured: JESSIE SANCHEZ
Claimant: HIDALGO COUNTY

Mitchell Service: 917623

Description: 2002 Ford Ranger XL
Body Style: 2D PkupXCb 6' Bed 125" WB
VIN: 1FTYR14U82PA67869
Mileage: 111,538
OEM/ALT: A
Color: WHITE
Options: POWER STEERING, ANTI-LOCK BRAKE SYS., V6 ENGINE, FRONT AIR DAM, TINTED GLASS ANTI-THEFT SYSTEM, AM/FM STEREO, FRONT SPLIT BENCH SEAT, STEP BUMPER

Drive Train: 3.0L Inj 6 Cyl 2WD
License: 828605 TX
Search Code: HRL

| Line Item | Entry Number | Labor Type | Operation | Line Item Description | Part Type/ Part Number | Dollar Amount | Labor Units |
|---|---|---|---|---|---|---|---|
| 1 | 702249 | BDY | REPAIR | R Pickup Bed Side Panel | Existing | | 4.0*# |
| 2 | AUTO | REF | REFINISH | R Bed Outer Side Panel | | C | 2.8 |
| 3 | 900500 | BDY * | ADD'L LABOR OP | SPRAY BED LINER ON TAILGATE | Sublet | 175.00 * | 0.0* |
| 4 | AUTO | REF | REFINISH | Tailgate Complete | | C | 2.6 # |
| 5 | 701396 | BDY | REMOVE/REPLACE | Tailgate Shell | 1L5Z 9940700 BA | 343.02 | 1.0 |
| 6 | 701505 | BDY | REMOVE/INSTALL | R Rear Combination Lamp | | | 0.2 |
| 7 | AUTO | BDY | OVERHAUL | Rear Bumper Assy | | | 1.1 |
| 8 | 704908 | BDY | REMOVE/REPLACE | Rear Bumper Face Bar | Remanufactured | 181.00 | INC |
| 9 | AUTO | REF | REFINISH | Rear Face Bar | | C | 1.6 |
| 10 | 703328 | BDY | REMOVE/REPLACE | Rear Bumper Step Pad | ORDER FROM DEALER | 105.87 | INC |

ESTIMATE RECALL NUMBER: 11/07/2011 16:03:17 30719809-02
Mitchell Data Version: OEM: OCT_11_V
Software Version: 7.0.435

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All Rights Reserved

Date: 11/7/2011 04:03 PM
Estimate ID: 30719809-02
Estimate Version: 0
Committed
Profile ID: HRL

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 11 | 701543 | BDY | REMOVE/REPLACE | R Rear Bumper Mounting Arm | F37Z 17787 A | 15.92 | INC | |
| 12 | 701544 | BDY | REMOVE/REPLACE | L Rear Bumper Mounting Arm | F37Z 17788 A | 16.35 | INC | |
| 13 | 703283 | BDY | REMOVE/REPLACE | R Rear Otr Bumper Bracket | ORDER FROM DEALER | 13.02 | INC | |
| 14 | 703284 | BDY | REMOVE/REPLACE | L Rear Otr Bumper Bracket | ORDER FROM DEALER | 12.80 | INC | |
| 15 | 704827 | BDY | REMOVE/REPLACE | Rear Bumper Stabilizer | 4L5Z 17D826 AA | 255.68 | INC | |
| 16 | AUTO | REF | ADD'L OPR | Clear Coat | | | 2.0* | |
| 17 | AUTO | | ADD'L COST | Paint/Materials | | 252.00 | * | |
| 18 | AUTO | | ADD'L COST | Hazardous Waste Disposal | | 5.00 | * | |

* - Judgment Item
\# - Labor Note Applies
** QUAL REPL PART - Quality Replacement Parts
C - Included in Clear Coat Calc

KEYSTONE AUTOMOTIVE
11011 BLUFF BEND DR.
AUSTIN
TX 78753
(800) 580-8989 (512) 339-3001

8 ** FO1102357R 181.00

## Estimate Totals

| I. Labor Subtotals | Units | Rate | Add'l Labor Amount | Sublet Amount | Totals |
|---|---|---|---|---|---|
| Body | 6.3 | 40.00 | 0.00 | 175.00 | 427.00 |
| Refinish | 9.0 | 40.00 | 0.00 | 0.00 | 360.00 |
| Non-Taxable Labor | | | | | 787.00 |
| Labor Summary | 15.3 | | | | 787.00 |

| II. Part Replacement Summary | | | Amount |
|---|---|---|---|
| Taxable Parts | | | 943.66 |
| Sales Tax | @ | 8.250% | 77.85 |
| Total Replacement Parts Amount | | | 1,021.51 |

| III. Additional Costs | | | Amount |
|---|---|---|---|
| Taxable Costs | | | 252.00 |
| Sales Tax | @ | 8.250% | 20.79 |
| Non-Taxable Costs | | | 5.00 |
| Total Additional Costs | | | 277.79 |

Paint Material Method: Rates
Init Rate = 28.00 , Init Max Hours = 99.9, Addl Rate = 0.00

| IV. Adjustments | Amount |
|---|---|
| Insurance Deductible | 0.00 |
| Customer Responsibility | 0.00 |

| | | |
|---|---|---|
| I. | Total Labor: | 787.00 |
| II. | Total Replacement Parts: | 1,021.51 |
| III. | Total Additional Costs: | 277.79 |
| | Gross Total: | 2,086.30 |
| IV. | Total Adjustments: | 0.00 |
| | Net Total: | 2,086.30 |

*- Check will be mail to you from our WACO office.

ESTIMATE RECALL NUMBER: 11/07/2011 16:03:17 30719809-02
Mitchell Data Version: OEM: OCT_11_V
Software Version: 7.0.435

Copyright (C) 1994 - 2011 Mitchell International
All Rights Reserved

**AI-29912** **6. F.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Yvonne Ramon **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Elections (1100):
Requesting approval to advertise/hire for the following vacant position:

| Slot No. | Position Title |
|---|---|
| 0122 | Field Service Specialist I |

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1100-414-00-130-001-0-XXX

**FUNDS AVAILABLE Y/N?:** YES **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

VACANT POSITION ALLOTED FUNDS FOR NEW HIRE.

## Attachments

requisition form
job description

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 01:07 PM |
| Rosalinda Cantu | Rosie Cantu | 12/01/2011 10:49 AM |
| Auditor's Office | Arcilia Duran | 12/01/2011 02:19 PM |
| Dina Trevino | Merlen P. Munoz | 12/01/2011 02:46 PM |
| Rosalinda Cantu | Rosie Cantu | 12/01/2011 04:41 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 05:08 PM |

Form Started By: Monica Badillo Started On: 11/30/2011 12:06 PM

Final Approval Date: 12/01/2011

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Elections Department

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Field Service Specialist I / Grade 8

☐ NEW POSITION OR REPLACEMENT FOR: Brenda Renteria EMPLOYEE NO 179736

DEPT NO 130 POSITION/SLOT NO 122

ADVERTISED SALARY: $30,224.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: Experience with trouble-shooting computer hardware and software.

WORK LOCATION / HOURS: 8am to 5pm except during elections. Must be able to work weekends when needed.

CONTACT PERSON: Yvonne Ramon EXTENSION / PHONE NO: 318-2570

Yvonne Ramon
Department Head or Elected Official

12/1/11
Date

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

# FIELD SERVICE SPECIALIST I

**GRADE: 08**

## GENERAL DESCRIPTION

Provide technical assistance in a professional manner, act as liaison for election officials, and perform other required activities during each election; Performs maintenance, testing, preparation, training, delivery and return for voting systems – the ballot scanning equipment used on Election Day and the direct record electronic system (DRE) used in Early Voting and Election Day; Utilize bar code technology to record the movement of the voting equipment and components through out the election process; Provides assistance in inventory of all election equipment, components and supplies.

## EXAMPLES OF WORK PERFORMED

Performs maintenance and testing on the paper ballot scanning equipment and Direct Record Electronic voting equipment (DRE), connecting to Laptop and software

Provides technical support of personal computers' connectivity to the online voter registration system and early voter posting system including installation of personal computers, monitors, printers, and network communications devices; Schedules installation by contacting client by phone

Notifies supervisor of any mechanical, maintenance or safety issues with recurring problems related to any vehicles owned or rented by the department

Provides assistance to early voting clerks and election officials in a clear and professional manner

Performs the preparation, assembly, and proofing of the election officials supply kits

Performs DRE electronic ballot proofing including audio

Performs paper ballot proofing and distribution

Performs pre-tests and public tests of all election equipment and components

Delivers and tests the computers connectivity to the DRE equipment used for early voting

Routes the delivery and return of the early voting and Election Day equipment and supplies

Provides phone support to election officials on Election Day

Utilizes bar code technology to record the movement of the voting equipment and

components throughout the election process and of election supplies

Provides technical support on Election Day and during the early voting process

Assists in election officials training by setting up equipment, chairs, and video equipment

Resolves routine questions and problems concerning voting equipment and procedures

Troubleshoots in field service environment related to online voter registration system, early voting posting system, ballot scanning equipment, DRE equipment and network communications

Tests the voting system laptops to ensure connectivity and accuracy at Rally Stations prior to and on election night

Provides training, assistance and technical support to Rally station personnel on election night

Assists other department divisions as required

Surveys polling places for compliance with the Americans with Disabilities Act (ADA) to ensure that voters with disabilities are safe and have the ability to cast their votes without assistance

Acts as a liaison for election activities related to election services contracts with municipalities, school districts, and political parties

Attends training as assigned by supervisor to maintain, enhance, or acquire job skills

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Three (3) years related experience; Graduation from a high school or equivalent; Associate Degree in Electronics or Computer Science preferred. Experience and education may be substituted for one another.

### Knowledge, Skills, and Abilities

Knowledge of the Election Code, Tax Laws, rules and procedures

Ability to read and interpret documents such as tax laws and ordinances, computer program instructions and election law procedures

Technical experience with multimedia equipment

Ability to write routine reports and correspondence

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

**AI-29964** **6. G.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Discussion and action to re-schedule the Commissioners' Court meeting of December 13, 2011 to Monday, December 12, 2011

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/01/2011 01:27 PM |
| Erika Zamora | Erika Zamora | 12/02/2011 02:39 PM |
| Auditor's Office | Arcilia Duran | 12/02/2011 02:40 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Monica Badillo Started On: 12/01/2011 01:26 PM

Final Approval Date: 12/02/2011

**AI-29956** **7. A.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Esther Cantu **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

398th District Court:
Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

| Invoice Date/Invoice # | Vendor | Amount |
|---|---|---|
| 09-22-11 / 13132 | World Wide Imaging Supplies | $122.78 |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-412-00-009-001-0-601

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available as of 12/01/2011, refer to Req #00203177.

## Attachments

world wide imaging

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/01/2011 10:02 AM |
| Sylvia Solis | Sylvia Solis | 12/02/2011 01:21 PM |
| Auditor's Office | Arcilia Duran | 12/02/2011 03:32 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Angela Garcia Started On: 12/01/2011 08:55 AM

Final Approval Date: 12/02/2011

# World Wide Imaging Supplies

Please Remit Payment To:
P.O.Box 591220
San Antonio, TX 78259

# Invoice

| DATE | INVOICE # |
|---|---|
| 9/22/2011 | 13132 |

| BILL TO | Account # | 3036 |
|---|---|---|

Hidalgo County 398 District Court
Attn: Accounts Payable
100 North Closner Blvd. 2nd Floor / 398
Edinburg, TX 78539

**SHIP TO**

Hidalgo County 398 District Court
100 North Closner Blvd, 2nd floor/ 398
Edinburg, TX 78539
Attn: Ester Cantu

| Rep | P.O. Number | Shipped | Via | F.O.B. | Terms |
|---|---|---|---|---|---|
| RA | Ester Cantu | 9/22/2011 | UPS | TX | Net 30 |

| Ordered | B.O | Shipped | Item Code | Compatible Brand | Description | Drum | Price Each | Amount |
|---|---|---|---|---|---|---|---|---|
| 2 | | 2 | 10079385 | HEWLETT PACKARD | Hp 4000/4050 Hi-Yield 10K Black Laser Toner Compatible OEM#C4127X | NEW | 61.39 | 122.78 |
| | | | ShipChg | | Shipping & Handling | | 0.00 | 0.00 |

INVOICE RECEIVED BY: _____ ON _____
GOODS/SERVICES RECEIVED BY: _____ ON 10/12/11

**PLEASE SHOW CUSTOMER # AND INVOICE # ON ALL PAYMENTS. A 2% MONTHLY CHARGE WILL BE ADDED TO PAST DUE INVOICES. RETURNS ARE FOR REPLACEMENTS ONLY. NO CASH REFUNDS WILL BE MADE. A 25% RESTOCKING FEE WILL BE ISSUED ON ALL RETURNS THAT ARE NOT DEFECTIVE.**

MAKE ALL CHECKS PAYABLE TO:

World Wide Imaging Supplies

NO CASH REFUNDS - CREDITS ONLY

IF YOU HAVE ANY QUESTIONS CONCERNING THIS INVOICE, CALL:
ACCOUNTS RECIEVABLE
(866) 497-4617

THANK YOU FOR YOUR BUSINESS!

| | |
|---|---|
| **Subtotal** | $122.78 |
| **Sales Tax (8.125%)** | $0.00 |
| **Total** | $122.78 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $122.78 |

**Please add your account # with paymen**

Phone: (866) 497-4617 Phone: (210) 495-5400 Fax: (210) 495-5459

**AI-29958** **8. A.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Annette C. Muniz **Submitted By:** Jennilee Garza, COUNTY CLERK

**Department:** COUNTY CLERK

## Information

**CAPTION**

1. Discussion, consideration and authorization to extend an existing License Agent Agreement through August 31, 2013 between the Hidalgo County Clerk's Office and the Texas Parks and Wildlife Department. The Extension Agreement will become effective March 1, 2012 and is for the purpose of selling Hunting and Fishing Licenses.

2. Requesting authorization for County Judge Ramon Garcia to execute the agreement between the County of Hidalgo and the Texas Parks and Wildlife Department.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-40-180-001-0-XXX

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No Budgetary Impact.

## Attachments

TPWD License Agreement Extension Request

TPWD Current License Agreement - Co Clerk's

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/01/2011 10:03 AM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Jennilee Garza Started On: 12/01/2011 09:28 AM

Final Approval Date: 12/02/2011

TEXAS PARKS & WILDLIFE

Life's better outside.®

November 16, 2011

Commissioners

Peter M. Holt
Chairman
San Antonio

T. Dan Friedkin
Vice-Chairman
Houston

Ralph H. Duggins
Fort Worth

Antonio Falcon, M.D.
Rio Grande City

Karen J. Hixon
San Antonio

Dan Allen Hughes, Jr.
Beeville

Margaret Martin
Boerne

S. Reed Morian
Houston

Dick Scott
Wimberley

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

Hidalgo County
Hidalgo County Clerk's Office
PO Box 58
Edinburg, TX 78540

Agent ID: 4949

Dear License Agent:

Texas Parks and Wildlife Department (TPWD) is pleased to extend your existing License Agent Agreement through August 31, 2013. There are no changes to the existing License Agent Agreement. To continue as a license agent, please review and sign the attached extension document and return to: TPWD – License Section, 4200 Smith School Road, Austin, TX 78744 by December 30, 2011.

I also wanted to take this opportunity to thank you for your support in providing hunting and fishing licenses to our mutual customers. TPWD values our current relationship and looks forward to many years of continued success. If you have any questions regarding your renewal agent agreement, a member of the License Team can be contacted directly at (512) 389-4820 or toll free at (800) 792-1112.

Sincerely,

Tom Newton
Manager, License Unit

Enclosure

4200 SMITH SCHOOL ROAD
AUSTIN, TEXAS 78744-3291
512.389.4800
www.tpwd.state.tx.us

## EXTENSION TO LICENSE AGENT AGREEMENT

**THE STATE OF TEXAS** )(

)(

**EXTENSION** **No. 1** **TO LICENSE AGENT NO.** ***4949***

**COUNTY OF TRAVIS** )(

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Extension to amend said agreement as follows:

**In accordance with the terms of the agreement, TPWD hereby extends the above referenced License Agent Agreement an additional Eighteen (18) months for Hidalgo County (DBA: Hidalgo County Clerk's Office), 100 N Closner - 1st Floor, Edinburg, TX 78539.**

**The new agreement expiration date will be August 31, 2013.**

This agreement extension shall become effective March 1, 2012. All other terms and conditions not hereby amended are to remain in full force and effect.

| RECEIVING AGENCY | PERFORMING PARTY |
|---|---|
| **TEXAS PARKS AND WILDLIFE DEPARTMENT** | ***Legal Name: Hidalgo County*** <br> ***DBA: Hidalgo County Clerk's Office*** |
| By: Tom Newton, CTCM <br> Manager, License Unit | By: |
| Date | Date |

AGENT NO: **4949**

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

**LICENSE AGENT AGREEMENT**

Texas Parks and Wildlife Department (TPWD), a state agency located at 4200 Smith School Road, Austin, Texas and HIDALGO COUNTY (License Agent), also known as HIDALGO COUNTY CLERK'S OFFICE located at 100 N CLOSNER - 1ST FLOOR, EDINBURG, TX 78539, enter into this License Agent Agreement according to the following terms and conditions.

WHEREAS TPWD is authorized by law to issue licenses, endorsements and similar items to individuals and License Agent desires to act as agent for TPWD in issuing those items; and

WHEREAS TPWD issues licenses through the use of an automated point of sale system or other methods when appropriate;

THEREFORE, TPWD and License Agent each for adequate consideration agree to the following:

1. **TERM**: This Agreement begins on March 1, 2005 and ends on February 28, 2007. The contract may be extended for up to an additional twenty-four (24) month period. Any extensions shall be at the same terms and conditions, plus any approved changes.

2. **DEFINITIONS**: For the purposes of this Agreement the following terms have the following meaning:

   2.1. *Account Notification Date* means: The date on which a notification is available to the License Agent of the amount to be withdrawn from the License Agent's electronic funds transfer account. (see Para. 3.1.7.3).

   2.2. *Contractor* means: The business entity that TPWD contracts with for support of the TPWD Hunting and Fishing License Point of Sale System.

   2.3. *License Agent* means: The individual or corporation entering into an agreement with TPWD to issue license, stamps and other items authorized by TPWD.

   2.4. *License Funds* means: All forms of currency, including but not limited to cash, credit card charges, debit card charges, and checks received by License Agent for issuing TPWD items, except for License Agent's commission.

   2.5. *Other Funds* means: All equipment lease fees that are due and payable to TPWD as set out in Schedule 1, all fees due TPWD for non-returned documents for all voids or misprints as set out in Para. 3.2.3, all fees for non-transfer of funds as set out in Para. 3.1.8.3, and the funds due TPWD as repayment for damaged and lost equipment as set out in Para. 3.5.2.

   2.6. *Sales Period* means: The seven (7) calendar day period of sales prior to the Account Notification Date.

   2.7. *Scheduled Sweep Date* means: The regularly scheduled day of the week in which funds are electronically withdrawn from License Agent account and deposited to TPWD. Whenever the Scheduled Sweep Date falls on a U.S. Federal Reserve holiday, the Scheduled Sweep Date shall be the next business day after the holiday.

3. **RESPONSIBILITIES OF LICENSE AGENT**: License Agent shall issue license, stamps and other items authorized by TPWD to individuals at each License Agent sales outlet set out in Schedule 2.

3.1. **Fee Collection and Remittance**: License Agent shall:

3.1.1. Collect from each individual only the fee for each license/item as established by law or TPWD regulation. License Agent understands that such fees may be changed by TPWD and that all changes will be communicated to License Agent.

3.1.2. Acknowledge that it is a material breach for License Agent to charge a customer an amount above that is not authorized by this Agreement. Upon receiving a customer complaint that License Agent charged the customer more than authorized under this Agreement, TPWD will investigate the complaint. If TPWD determines that such complaint is valid, TPWD may terminate this Agreement.

3.1.3. Collect all information from customers as required by TPWD.

3.1.4. Issue license/items only in the form prescribed by or furnished by TPWD.

3.1.5. Accept payment from customers in the form of cash, check, debit card and credit card for purchase of any item sold under this Agreement, except when License Agent does not accept one of the above items in its usual course of business. License Agent is responsible for all charges or losses related to acceptance of any such form of payment.

3.1.6. **Electronic Funds Transfer Account**:

3.1.6.1. License Agent shall establish an electronic funds transfer (EFT) account with a financial institution with full EFT capability acceptable to the State Comptroller for the deposit of all License Funds received under this Agreement and for the deposit of all Other Funds due TPWD. License Agent shall furnish to TPWD at least five (5) business days prior to the beginning date of this Agreement all information pertaining to License Agent's EFT account as set out in Schedule 3 – Financial Institution Information. License Agent shall provide TPWD with two (2) weeks prior notice of changes to the EFT account. If changing EFT accounts, License Agent shall continue to fund prior EFT account for Scheduled Sweeps until the new account transfer is confirmed by TPWD.

3.1.6.2. License Agent authorizes TPWD to make automatic, periodic withdrawals from or deposits to the License Agent's designated account at the financial institution listed in Schedule 3. License Agent understands that withdrawals, deposits and/or adjustments will be electronically made in accordance with this Agreement and that all such transactions are governed by the rules and regulations of the National and Local Automated Clearing House (ACH) Associations and Texas Law.

3.1.6.3. License Agent agrees to authorize the financial institution to charge or credit withdrawals and deposits to the account as indicated on the Account Notification made available to License Agent by TPWD. Adjusting entries to correct errors and to collect additional charges, which may include penalties, are also hereby authorized.

3.1.7. Scheduled Sweeps:

3.1.7.1. The full monthly lease payment for each piece of leased equipment will be swept by TPWD on the first Scheduled Sweep of each month. Upon cancellation of this Agreement, all remaining equipment payments will become due and payable to TPWD as per TPWD instructions.

3.1.7.2. The License Funds and all Other Funds due to TPWD shall be remitted according to the schedule set out in Schedule 1. License Agent understands and acknowledges that its failure to transfer License Funds in a timely manner may constitute theft of public funds, a criminal offense under Texas Penal Code. License Agent understands and acknowledges that it holds all License Funds and Other Funds in trust for TPWD.

3.1.7.3. The Account Notification Date will be available to the License Agent two (2) business days prior to the Scheduled Sweep Date. The account notification will reflect sales of licenses, stamps and other items occurring during the Sales Period. License Agent shall ensure that funds are available on or before each Scheduled Sweep Date.

3.1.8. **Insufficient Funds**:

3.1.8.1. License Agent shall provide the amount set out in the Account Notification of License Funds and Other Funds due TPWD, making it available for the EFT account transfer on Scheduled Sweep Date set out in Schedule 1 unless otherwise directed in writing by TPWD. License Agent acknowledges and agrees that it is a material breach of this Agreement to have insufficient funds in the EFT account available for transfer on Scheduled Sweep Dates.

3.1.8.2. If License Agent does not have sufficient funds in an EFT account for transfer on a Scheduled Date, TPWD may immediately terminate License Agent's ability to issue items through the point of sale system or other methods. TPWD may also require License Agent to pay the funds by cashier's check or money order. If License Agent fails to make payment of insufficient funds and the fee for non-transfer of funds within five (5) business days of demand by TPWD, License Agent acknowledges and agrees it is a material breach and TPWD may terminate this Agreement, may collect from any letter of credit provided under this Agreement and may take further steps necessary to collect all funds owed TPWD.

3.1.8.3. Upon notice of insufficient funds in License Agent's EFT account on a Scheduled Date, License Agent shall pay to TPWD a fee for non-transfer of funds consisting of: a) $35.00 for each occurrence of insufficient funds due to the License Agent's fault or neglect, and b) for each calendar day that funds are due but not paid to TPWD as required by this Agreement, an amount equal to prime rate on that date as recorded by the Texas Comptroller's Office (available at www.cpa.state.tx.us) plus three percent (3%) of the amount of the funds due but not paid, divided by 365 (days).

3.1.9. **Letters of Credit**:

3.1.9.1. If the License Agent fails to place sufficient funds in the EFT account for transfer on any three (3) Scheduled Dates during the term of this Agreement, the License Agent may be required to establish a letter of credit equal to or greater than the sales amount for the License Agent's peak quarter as determined by TPWD.

3.1.9.2. License Agent shall ensure that all letters of credit contain the correct wording and are on proper forms obtained from TPWD. The letters of credit must be effective for the full term of the Agreement. TPWD does not send a reminder letter for letter of credit renewals. Further, filing a claim on a letter of credit does not relieve License Agent from the responsibility of paying money owed under this Agreement. Any money collected as a result of a claim filed on a letter of credit will be deducted from monies owed by License Agent when the money is received by TPWD. License Agent shall pay any balance owed to TPWD, after any such deduction.

3.1.9.3. The financial institution issuing the letter of credit shall have "Tier 1 Capital" and be classified as "well capitalized" as defined by the FDIC. The FDIC's website is www.fdic.gov/individual/bank/index.html.

3.2. **Returns/Voids:**

3.2.1. In the normal issue of hunting and fishing licenses, errors may occur due to clerical errors, mechanical errors (e.g. printer problems), purchase of wrong license or failure of the buyer to communicate current information on address, marital status or other data related problems. The License Agent may void any license within forty-eight (48) hours without an authorization number from TPWD Headquarters. Subsequent to forty-eight (48) hours, but within thirty (30) calendar days, the License Agent must request an authorization number from TPWD Headquarters in order to void a license. After thirty (30) calendar days, the License Agent cannot void a license.

3.2.2. All License Agents are required to mail (or hand deliver) all documents that are misprinted or voided back to TPWD for credit. License Agents may obtain a listing of their returnable documents under the "reports" menu selection in the hypercom or PCLSA sales platform for reconciliation purposes. If a license does not print out, the License Agent shall use a copy of the dealer receipt as a substitute for the returnable document/void. A note signed by the License Agent must accompany a copy of the dealer receipt indicating that the license did not print out. Either the returnable document/void or the copy of the dealer receipt must be returned to TPWD within forty-five (45) calendar days in order to receive credit against the License Agent account. All original voided and misprinted licenses shall be returned to TPWD at 4200 Smith School Road, License Section-Returnable Documents.

3.2.3. License Agent agrees that funds owing TPWD for the amount of the full retail value of unreturned documents may be charged to the License Agent. No credits will be issued for voided licenses that are not returned by the due date, unless an extension of the due date is requested in writing and approved by TPWD.

3.3. **Staff**: License Agent shall maintain staff that is adequately trained in the maintenance and use of the point of sale equipment. License Agent shall ensure that all staff that sells licenses to the public has a general knowledge of the license types available for sale and general knowledge of laws and regulations that apply to each license.

3.4. **Sales Commission**: License Agent will be paid a commission on sales made by License Agent on the point of sale equipment or through a call to the point of sale Telephone Sales Center. The commission (currently set at five percent (5%) of sales price for most items) is established by TPWD rule and may be changed by TPWD without requiring an amendment to this Agreement.

3.5. **Equipment and Supplies:** License Agent shall:

3.5.1. Pay monthly lease fees in the amounts set out in Schedule 1 for any equipment requested by License Agent.

3.5.2. Safeguard all equipment and supplies provided. License Agent shall at a minimum provide a secure area for all equipment and supplies provided under this Agreement that prevents unauthorized access or damage. License Agent agrees to pay TPWD for all damages to any property supplied to it by TPWD or contractor that is caused by License Agent actions or inactions. The parties agree that compensation for damaged, lost, stolen or destroyed equipment will be based on the cost of replacement or repair of the equipment or supplies as determined by TPWD. License Agent agrees to maintain at its cost reasonable and customary property insurance on the equipment and supplies provided under the terms of this Agreement. In the event that License Agent receives funds for reimbursement from insurance for any loss or damage to equipment or supplies furnished by TPWD or contractor under this Agreement, License Agent shall immediately transfer any such funds to TPWD.

3.5.3. Setup and install all equipment in accordance with instructions supplied with the equipment.

3.5.4. Acknowledge that the point of sale system shall operate in an on-line configuration. License Agent further understands that while the system is able to operate in an off-line mode during

temporary phone or system outages, when possible, all sales must be made in the on-line mode. Failure of License Agent to ensure that sales are made only in on-line mode whenever possible is a material breach of this Agreement and TPWD may terminate the Agreement.

3.5.5. Obtain prior written consent of TPWD prior to disposing, lending or otherwise transferring possession to another party any material, supplies and/or equipment furnished under this Agreement.

3.5.6. Be responsible for all costs and coordination related to necessary phone line installation, maintenance and usage. License Agent is responsible for connecting all license sales terminals to necessary telephone lines and shall ensure that the telephone line is active and in good repair. Failure of License Agent to keep all terminals connected to necessary telephone lines that are active and in good working order is a material default and TPWD may terminate the Agreement.

3.5.7. Maintain adequate supplies of paper, ribbons and other consumables on hand in order to do so. TPWD may limit the quantities of supplies provided at no charge to License Agent based on sales statistics or other relevant data.

3.5.8. Ensure that printer ribbons are destroyed in a manner that prevents loss or theft of TPWD information imprinted on used ribbons.

3.5.9. Notify TPWD and/or contractor immediately if any unauthorized user obtains access to the point of sale equipment and/or license sales system. Until TPWD and/or contractor receives such notification, the License Agent understands and agrees that the License Agent shall continue to be responsible to pay for all transactions that are processed through the License Agent's equipment.

3.6. **Equipment Problems**: License Agent equipment problems can be resolved by contacting contractor's Help Desk @ 1-866-852-8793.

3.6.1. If equipment problems are not resolved over the phone and replacement equipment is warranted, contractor will provide replacement to License Agent with a pre-paid equipment return/shipping label for returning the defective items.

3.6.2. Upon receipt of broken or damaged equipment replacements, License Agent shall use return mail label supplied by TPWD or contractor to return broken parts and damaged or malfunctioning equipment within forty-eight (48) hours of receiving the replacement. TPWD will continue to bill License Agent for equipment until equipment is returned.

3.6.3. When replacement equipment is not warranted, TPWD will coordinate with contractor to register the reported problems and provide the License Agent with a "remedy ticket number". The remedy ticket number will be used to track the status of equipment repairs.

3.6.4. When terminating the License Agent Agreement, contractor shall provide License Agent with a pre-paid equipment return/shipping label for returning the items held. TPWD will continue to bill License Agent for equipment until equipment is returned.

3.6.5. License Agent can track equipment returned to contractor by accessing www.ups.com and entering the tracking number or by calling 1-800-742-5877 or www.track.dhl-usa.com and entering the tracking number.

3.7. **Security Deposit**: License Agent shall submit a security deposit in the amount and in the manner set out in Schedule I. If no initial deposit is required, during the term of this Agreement, TPWD may send written notice to License Agent that a deposit will be required. License Agent shall submit a security deposit within thirty (30) calendar days after receipt of the written notice to TPWD at 4200 Smith School Road, Austin, Texas 78744 in the amount and manner set out in the notice. Any security deposit

submitted to TPWD under this subparagraph will be returned to License Agent upon conditions and in the manner set out in Schedule I.

3.8. **Recordkeeping**: License Agent shall:

3.8.1. Retain, and make available to TPWD upon request, a copy of each dealer receipt for every sale made by License Agent under the terms of this Agreement for at least three (3) years following the end of the calendar year during which the sale was completed. Failure to retain and promptly return dealer receipts to TPWD upon request is a material breach of this Agreement and TPWD may terminate the Agreement.

3.8.2. Allow employees or representatives of TPWD or Texas State Auditor's Office access to License Agent's records related to this Agreement during normal business hours. After prior notice and/or upon request by TPWD, License Agent shall mail requested records to TPWD at 4200 Smith School Road, Austin, Texas 78744. Further, License Agent will allow TPWD and/or Texas State Auditor's Office access to its records for at least three (3) years following termination of this Agreement. Failure of License Agent to allow access to or provide records as required under this Agreement is a material default.

3.9. **Promotional/Educational Products:** License Agent shall:

3.9.1. Assist TPWD by promoting new products, discount packages and other promotions as requested by TPWD.

3.9.2. Accept delivery of TPWD's Outdoor Annual and other educational/instructive materials as requested by TPWD and then distribute a copy to license customers as instructed by TPWD. If License Agent has more than fifty (50) license sales outlets, TPWD will send educational/instructive materials to a single location designated by the License Agent.

3.10. **Other Requirements:** License Agent shall:

3.10.1. Furnish to TPWD or contractor without undue delay, all information reasonably necessary to fulfill any requirement of this Agreement.

3.10.2. Allow authorized employees or representatives of TPWD access to License Agent's premises during normal hours of business and, upon notification, at other agreed times to install, repair, maintain, and remove equipment.

3.10.3. Be responsible for its actions and those of its employees, officers, agents and visitors and indemnify and hold TPWD harmless from any claim or legal action, resulting damages, costs and expenses that may be incurred by TPWD as a result of direct or indirect actions of License Agents, its employees, officers, agents or visitors.

3.10.4. Disclose any and all known or suspected conflicts of interest or potential conflict of interest related to TPWD employees, TPWD Commissioners or contractor or its employees that may be involved, either directly or indirectly, in any aspect of License Agent's issuance of items under this Agreement.

3.10.5. Implement and follow all rules and procedures provided in writing to License Agent.

4. **TPWD RESPONSIBILITIES**: TPWD will:

4.1. Establish a contact person to coordinate and to help resolve any issues between contractor and License Agent expeditiously and fairly. Provide training aids for License Agent and employees.

4.2. Ensure that contractor or TPWD maintains a help desk to provide assistance to License Agent.

4.3. Provide assistance to accomplish equipment repair and/or replacement of malfunctioning equipment.

4.4. Provide account notifications prior to sweeping funds from License Agent's account(s).

4.5. Provide supplies and materials needed to perform duties under this Agreement such as receipt paper, license stock and license printer ribbons.

4.6. Allow License Agent to retain a commission for sales.

5. **SEVERABILITY**: If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

6. **FORCE MAJEURE**: None of the parties shall be considered in default of their obligations hereunder (except the payment of money, which shall not be excused) if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, failure or delay of transportation, or such other causes as are beyond such party's control. The burden of proof for the need of such relief shall rest upon the License Agent. To obtain release based on force majeure, License Agent shall file a written request with TPWD.

7. **WAIVERS**: License Agent understands that the terms of this Agreement are subject to change upon prior notice by TPWD. The Parties agree that any waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent or prior breach.

8. **ASSIGNMENT**: License Agent may not transfer or assign any part or the whole of this Agreement without prior written consent of TPWD. Equipment must be returned and may not be transferred or assigned due to change in ownership.

9. **DISPUTES**: The parties shall attempt to resolve all disputes arising from this Agreement but those disputes not resolved shall follow the dispute resolution process provided for in Texas Government Code, Title 10, Chapter 2260.

10. **SPECIAL CONDITIONS**: TPWD may cancel this Agreement without penalty should subsequent law necessitate cancellation. Nothing in this Agreement is intended to waive any sovereign immunity to which TPWD is entitled under law.

11. **TERMINATION**: Either party may terminate this Agreement with a minimum of thirty (30) calendar days written notice. TPWD may terminate this Agreement without notice immediately following material default by License Agent. Upon termination of this Agreement the License Agent shall:

    11.1. Within ten (10) calendar days following termination return all equipment or other property owed to TPWD or TPWD's contractor as instructed by TPWD (See Para. 14); and

    11.2. Remit all monies due to TPWD, no later than the next regularly Schedule Sweep Date following the date of termination; and

    11.3. Upon request, provide TPWD or its designee reasonable opportunity to enter License Agent's property to remove all equipment supplied to License Agent under this Agreement including, but not limited to, all equipment listed on Schedule 1 attached hereto and included herein for all purposes by this reference.

12. **RIGHT TO AUDIT**: License Agent understand that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD, or any successor agency to conduct an audit or investigation in connection with those funds. License Agent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested.

13. **NOTICES**: All notices given by any party or required under this Agreement shall be in writing and addressed and delivered to the relevant party or parties at the following locations:

Texas Parks and Wildlife Department
Attention: Cathy Hamby
4200 Smith School Road
Austin, Texas 78744

HIDALGO COUNTY
Attention: NAVARRO, GUADALUPE
100 N CLOSNER - 1ST FLOOR
EDINBURG, TX 78539

14. **TPWD CONTRACTOR**: The TPWD contractor for the hunting and fishing license point of sale system is:

    MCI, Inc.
    1-866-852-8793.

15. **COMPLETE AGREEMENT**: This Agreement and the attached Schedules 1, 2 & 3 represent the complete Agreement and understanding of the parties with respect to the subject matter herein, and supersede any other understanding, written or oral. Schedules 2 and 3 shall be completed and returned to TPWD. This Agreement may be revised by written amendment. All such amendments are subject to the terms and conditions of this Agreement not specifically amended thereby.

16. **AUTHORITY TO BIND**: The signatories to this Agreement represent and warrant that they have the authority to enter into this Agreement and that they have authority to bind the entity on whose behalf they execute this Agreement.

License Agent

Title: County Judge

Date: 8-2-05

Texas Parks and Wildlife Department

Title: Director of Purchasing, Contracts and Distribution Services

Date: _____

APPROVED BY
COMMISSIONERS' COURT
ON: AUG - 2 2005

# Schedule 1
## Rates and Schedules for Agreement No. 600602
## Between TPWD and HIDALGO COUNTY (License Agent)

1. **Equipment/Rates**: TPWD has provided the following equipment to License Agent:

   1.1. 1 **License Printer** to use with **Personal Computer Setup**, Kit A (Personal Computer supplied by License Agent) at an annual lease fee of $96 to be paid in twelve equal monthly installments of $8 each. The annual lease fee is due on September 1st of each year and will be prorated for equipment provided after that date.

   1.2. 0 **Hypercom License Terminal & License Printer Setup** at an annual lease fee of $180 to be paid in twelve equal monthly payments of $15 each. The annual lease fee is due on September 1st and will be prorated for equipment provided after that date.

2. **Security Deposit**: A security deposit ($75 PC Kit and $150 Hypercom Kit) is required on all new equipment setups, except as otherwise set out herein (see Agreement, Para. 3.7). A security deposit submitted for equipment will be returned to License Agent within thirty (30) days after TPWD receives the original equipment, or replacement equipment for any original equipment that has been replaced, that is in good condition except for ordinary wear and tear. TPWD will keep License Agent's security deposit if original or replacement equipment is not returned in good condition except for ordinary wear and tear to TPWD, or TPWD's contractor as instructed by TPWD, within thirty (30) days following the termination date of the Agreement or within thirty (30) days of the date of receipt of written notice by TPWD to return the equipment, whichever is earlier.

3. **Scheduled Sweeps**:

   3.1. Account Notification Date will occur on Monday each week. Whenever the Account Notification Date falls on a U.S. Federal Reserve holiday, the Account Notification Date will be the next business day after the holiday. The Scheduled Sweep Date shall occur two (2) business days subsequent to the Account Notification Date. (See Agreement, Para. 3.1.7).

## Schedule 2
## License Sales Outlet Profile

1. Current Agent ID#: 4949
2. Federal Employer's Identification Number: 74-6000717
3. Sales Outlet (Store) Name (list each outlet): Hidalgo County Courthouse
4. Outlet Location Address: 100 N. Closner
5. Outlet Mailing Address: P.O. Box 58
6. Business Name for Printing on Licenses (maximum of 25 characters):
   Hidalgo County Clerk's Office
7. Outlet Primary Contact Information:

   7.1.1. Outlet Manager's Name: J.D. Salinas, III, Hidalgo County Clerk

   7.1.2. Telephone Number: 956-318-2100

   7.1.3. Fax Number: 956-318-2105

   7.1.4. Outlet Business Hours: 7:30 - 5:30 (Monday thru Friday)

**COMPLETE AND RETURN TO TPWD**

(Provide additional sheets as necessary)

## Schedule 3
## Financial Institution Information

1. Financial Institution Name First National Bank
2. Financial Institution Mailing Address P.O. Box 81D
3. Financial Institution City, State, Zip Edinburg, Texas 78540
4. Financial Institution Telephone Number 956-380-8534
5. Financial Institution Fax Number 956-380-8521
6. Financial Institution Accounting Contact Person Deborah Morgado
7. Financial Institution Telephone Number for Contact Person 956-380-8566
8. Financial Institution Contact Email Address www.webfnb.com
9. Financial Institution Account Type (checking or savings) checking
10. Financial Institution Account Name 14022095
11. Financial Institution Account Number N/A
12. Financial Institution Routing/Transit Number 114921415

**COMPLETE AND RETURN TO TPWD**

# COUNTY OF HIDALGO COMMISSIONERS' COURT
# AGENDA REQUEST FORM

**NO:**

**DATE:** 7/27/2005 **MEETING DATE REQUEST:** 8/2/2005

**DEADLINE FOR ACTION:** _____ **CONTACT PERSON:** Arturo Guajardo

**DEPARTMENT:** County Clerk **PHONE:** 318-2149 **FAX:** 318-2105

**DEPT. HEAD/OFFICIAL SIGNATURE:** _____

*Arturo Guajardo, Chief Deputy*

**CAPTION:**

1. **Discussion, consideration and authorization to renew an agent agreement for two years between the Hidalgo County Clerk's Office and the Texas Parks and Wildlife Department, for the purpose of selling hunting and fishing licenses.**

2. **Authorization for the County Judge to execute the agreement between the County of Hidalgo and the Texas Parks and Wildlife Department**

**BACKGROUND: (Briefly summarize your request, use separate sheet(s) if needed or attach supporting documentation.)**
**Original contract was approved on 8/3/04.**

**BUDGETARY IMPACT:** _____

**PLEASE INITIAL FOR APPROVAL:**

**Legal Counsel:** _____ **Budget:** DK **Human Resources:** _____

**COMMENTS:** _____

**ACTION TAKEN BY COMMISSIONER'S COURT:**

**Approved on:** _____ **Tabled on:** _____ **Denied on:** _____
(DATE) (DATE)

2005 JUL 28 PM 8 12
BUDGET OFFICE
HIDALGO COUNTY

**Motion made by:** _____ **Second by:** _____ **Vote:** _____

**AI-29963** **8. B.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Arturo Guajardo, Jr. **Submitted By:** Jennilee Garza, COUNTY CLERK

**Department:** COUNTY CLERK

## Information

### CAPTION

Requesting approval of Amended Official Bond for Constable Pct. 5 Daniel Marichalar - Filed at the Hidalgo County Clerk's Office on December 1, 2011 at 11:13 AM. Amended Official Bond covers term beginning November 15, 2011 and ending December 31, 2012.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No Budgetary Impact.

## Attachments

Constable Pct. 5 Daniel Marichalar Amended Bond

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/01/2011 01:27 PM |
| Sylvia Solis | Sylvia Solis | 12/01/2011 05:03 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 05:05 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 05:07 PM |

Form Started By: Jennilee Garza Started On: 12/01/2011 11:48 AM

Final Approval Date: 12/01/2011

MONTALVO INSURANCE AGENCY

208 SOUTH TEXAS BOULEVARD
POST OFFICE BOX 2 • WESLACO, TEXAS 78596
Phone (956) 968-5521

November 30, 2011

FILED
AT 11:13 O'CLOCK AM
DEC 01 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY J. Garza DEPUTY

Hidalgo County
Attn: Monica Badillo

RE: Bond # LPO2116059
Constable Daniel Marichalar

Dear Monica,
Attached is corrected bond for Constable Daniel Marichalar.
Please ask Mr. Marichalar to sign where indicated, Principal. A witness, to his signature, signs to the left of his name as indicated.
Please send a copy of the signed bond for company's and agent's file.

Call us if you have any questions or concerns regarding this bond.

Thank you,
San Juanita P.
San Juanita Palacios

FILED
AT 11:13 O'CLOCK A M
DEC 01 2011
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

No. LPO-2116059

# PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Daniel Marichalar

of Elsa State of Texas

as Principal and the Old Republic Surety Company Organized under the Laws of the State of Texas, as Surety, with its Home Office in Brookfield, Wisconsin, in said state,

are held and firmly bound unto Governor of the State of Texas, as Obligee,

in the sum of FIVE THOUSAND AND NO/100***($5,000) Dollars ($ 5,000.00 ),

for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 30th day of November, 2011.

WHEREAS, the above-named Principal has been duly appointed or elected appointed - Constable Precinct 5

of the Hidalgo County State of Texas

for the definite/indefinite term beginning on the 15th day of November, 2011.

and ending on the 31 of December, 2012.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal shall faithfully perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands in his official capacity during the said term, then his obligation shall be void; otherwise to remain in full force and effect; provided, however, that the Surety shall not be liable hereunder for any loss of public money deposited by or in behalf of the Principal with any bank when such loss is occasioned by the failure of such bank faithfully to account for and pay over such money on legal demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of the Principal thirty (30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

Witness: _____

By _____
Daniel Marichalar
Principal

Old Republic Surety Company
Surety

Witness: _____

By _____
Ramon Montalvo III
Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

ORSC 21202 (3/93)

# OLD REPUBLIC SURETY COMPANY

FILED
AT 11:13 O'CLOCK A M
DEC 01 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

RAMON MONTALVO, III, OF WESLACO, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of JUNE, 2010.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22ND day of JUNE, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

SHARON A. PIZUR NOTARY PUBLIC STATE OF WISCONSIN

Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5610

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this _____ day of _____

Assistant Secretary

MONTALVO INSURANCE AGENCY

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 22262 (9/08)

**AI-29911** **9. A.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

## Information

CAPTION

Requesting approval of payment for invoice #1175 in the amount of $600.00 to Towing Xpress for the towing of vehicle involved in a pursuit (non-county vehicle).

BACKGROUND

On Tuesday, December 9, 2010 Sheriff's Narcotic investigators were involved in a vehicle pursuit with a 2001 Ford Excursion that was being used to transport narcotics. The vehicle in question later crashed into a canal north of Donna, Texas. The Sheriff's Office wrecker was called out to retrieve the SUV from the canal but due to the terrain and location of the vehicle they were unable to retrieve it. Sheriff's Narcotic Sergeant obtained authorization to have "Towing Xpress" wrecker service extract the vehicle from the canal and have it towed to the Sheriff's Office.

## Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-346

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funding as of 11-30-11 $1,439.49

## Attachments

Towing Xpress

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 11/30/2011 02:37 PM |
| Budget & Management | Merlen P. Munoz | 11/30/2011 03:43 PM |
| Manuel Chapa | Manuel Chapa | 11/30/2011 05:04 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 05:43 PM |

Form Started By: Myra Montoya Started On: 11/30/2011 12:03 PM

Final Approval Date: 12/01/2011

# Towing Xpress
WRECKER SERVICE

TDLR 0006231443001IM

(956) 784-2172
(956) 782-2869
906 E. Rio Vista
Pharr, Texas 78577

BILL TO Sheriff office Date: 12-10-10

NAME _____ Driver's Lic. # _____

ADDRESS _____

CITY, STATE _____ PHONE _____

| YEAR & MAKE | MODEL | COLOR | LICENSE # | STATE |
|---|---|---|---|---|
| 2000 Ford | Excursion | green | 856 PJC | TX. |

VIN NUMBER OR SERIAL NO. 1FMNU40L3YEB28139 PURCHASE ORDER #

☐ CASH ☐ CHARGE ☐ CHECK Check # _____ REFERENCE NUMBER MILEAGE ON VEHICLE

VEHICLE TOWED FROM: CARRIED FRONT REAR ☐ REGULAR TOW ☐ LOCK OUT ☐ RECOVERY ☐ ACCIDENT ☐ REPO ☐ REQUESTED BY: KEYS WITH VEHICLE YES ☐ NO ☐

PICK UP LOCATION: West of 493 on Anderson In canal

TAKEN TO: Hidalgo County Sheriff office

I HAVE BEEN ADVISED THAT MY VEHICLE MAY BE DAMAGED IF WINCHED, TOWED, UNLOCKED OR LEFT ON UNATTENDED PREMISES. I RECOGNIZE THE DIFFICULTY AND I AGREE NOT TO HOLD THE WRECKER SERVICE RESPONSIBLE FOR SUCH DAMAGE SHOULD IT RESULT.

I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.

X Signed by: A P [illegible] 4552

REMARKS:

INVENTORY

Charges Pending

| | |
|---|---|
| TIME FINISHED 1:45 AM | DRIVER 5554 |
| TIME LOADED 1:00 PM | TRUCK NO. 1 |
| TIME ARRIVED 11:55 PM | MILEAGE ENDING |
| TIME DISPATCHED 11:15 PM | MILEAGE START MI. |
| TOTAL TIME HRS. | TOTAL MILES MI. |

| | |
|---|---|
| WRECKER FEE | 175.00 |
| SPECIAL EQUIP. | |
| RECOVERY FEE | |
| LOCK-OUT | CASE # 10547995 10547803 |
| HOOK-UP FEE | 125 |
| 2ND WRECKER | 175.00 |
| EXTRA LABOR HRS @ OVERTIME | 85.00 |
| WORKING TIME HRS @ PER HR. | |
| WAITING TIME HRS @ PER HR. | |
| REMOVE DRIVE LINE | |
| TIRE CHANGE FUEL DELIVERY | |
| SERVICE CALL | |
| JUMP START | |
| LOADED MILES | |
| TOTAL AMOUNT | 1 60. |

Form WRECKERS TX MacDonald Signs Austin, TX 78516 1-800-947-0018

Complaints may be directed to: TEXAS DEPT. OF LICENSING & REGULATION PO BOX 12157 AUSTIN, TEXAS 78711 1-800-803-9202 OR 1-800-735-1790

Thank You

NO 1175

## VEHICLE IMPOUNDMENT — INVENTORY RECORD

HIDALGO COUNTY SHERIFF'S DEPARTMENT
711 EAST EL CIBOLO ROAD P.O. BOX 1228
EDINBURG, TEXAS 78540 (956) 383-8114

DATE TIME AM PM CASE #

YEAR MAKE MODEL COLOR LICENSE # STATE YEAR VIN

OWNER/OPERATOR ADDRESS PHONE

☐ DRIVER ARRESTED ☐ STOLEN ☐ TRAFFIC HAZARD ☐ ACCIDENT ☐ ABANDON ☐ OTHER

TIRES MOTOR BATTERY RADIATOR SPARE JACK RADIO HUB CAPS GLASS

BODY CONDITION INTERIOR CONDITION

MISCELLANEOUS

49828

**AI-29879** **10. B.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Health Clinics:
Requesting authorization to advertise / hire for the following positions:

| Position Title | Slot No. |
|---|---|
| Clerk II | 0050 |
| Clerk III | 0094 |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-441-00-340-003-0-113

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

No Budgetary Impact.

## Attachments

Slot 003 0050

Slot 003 0094

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/29/2011 03:18 PM |
| Sylvia Solis | Sylvia Solis | 11/30/2011 05:18 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 02:24 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 05:07 PM |

Form Started By: Mike Escaname Started On: 11/29/2011 02:35 PM

Final Approval Date: 12/01/2011

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): HEALTH & HUMAN SERVICES DEPARTMENT

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE CLERK II

☐ NEW POSITION OR REPLACEMENT FOR: BRENDA L. TREVINO PINEDA EMPLOYEE NO 175838

DEPT NO 340 POSITION/SLOT NO 003-0050

ADVERTISED SALARY: 20,570.00 OTHER COMPENSATION: 0 COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: SEE ATTACHED

WORK LOCATION / HOURS: HIDALGO COUNTY 7:30 AM - 5:30 PM OR AS ASSINGED

CONTACT PERSON: LYDIA SERNA EXTENSION / PHONE NO: 383-6221

Department Head or Elected Official

11/29/11
Date

FUNDS AVAILABLE: YES X NO ____ DATE OF FUND AVAILABILITY: 11/29/11

BUDGETED SALARY, GRADE & STEP: GRADE 3 STEP 0

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

# CLERK II

**GRADE: 03**

## GENERAL DESCRIPTION

Performs routine (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, and purchasing; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding policies and procedures, assists the public and staff in filling out forms, and provides information to the public by mail or phone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data and performs arithmetical computations; may prepare charts, graphs, and tables

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Performs data entry and retrieval

May receive shipments and supplies, inspect for damage, and check for correct quality and quantity

May maintain office schedules and appointments and provide notification of appointments.

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May assist in balancing accounts by running tapes and proofreading

May prepare summaries of balances and cost information and formulate other reports as required

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May receive and count cash

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

One (1) year experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

### Knowledge, Skills, and Abilities

Knowledge of business or program terminology, methods, and procedures; of office procedures; and of spelling, punctuation, grammar, and arithmetic

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to prepare and maintain detailed records, files, and reports; to type accurately at a speed consistent with work requirements; and to transfer stock from one location to another

### Registration, Certification, or Licensure

May require a valid driver's license

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): HEALTH & HUMAN SERVICES DEPARTMENT

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE CLERK III

☐ NEW POSITION OR REPLACEMENT FOR: ZOILA PENA EMPLOYEE NO 047856

DEPT NO 340 POSITION/SLOT NO 003-0094

ADVERTISED SALARY: 23,993.00 OTHER COMPENSATION: 0 COMPENSATION TYPE:

SPECIAL REQUIREMENTS: SEE ATTACHED

WORK LOCATION / HOURS: HIDALGO COUNTY 7:30 AM - 5:30 PM OR AS ASSINGED

CONTACT PERSON: LYDIA SERNA EXTENSION / PHONE NO: 383-6221

Department Head or Elected Official

11/29/11
Date

FUNDS AVAILABLE: YES X NO DATE OF FUND AVAILABILITY: 11/29/11

BUDGETED SALARY, GRADE & STEP: GRADE 5 STEP 0

BUDGETED OTHER ALLOWANCES:

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

# CLERK III

**GRADE: 05**

## GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Experience and education may be substituted for one another.

### Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

### Registration, Certification, or Licensure

May require a valid driver's license

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

**AI-29837** **10. C.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Health Clinics (1100):
1. Approval to reclassify the following positions, reviewed and recommended by the Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective 12/19/2011. (Title Change Only)

| Slot No. | Current Position Title | Proposed Position Title | Grade |
|---|---|---|---|
| 0001 | Midwife | Advanced Clinical Practitioner | 21 |
| 0002 | Family Nurse Practitioner | Advanced Clinical Practitioner | 21 |
| 0121 | Family Nurse Practitioner | Advanced Clinical Practitioner | 21 |

2. Approval to add the Advanced Clinical Practitioner classification to the Hidalgo County position inventory.
3. Approval to delete the Midwife and the Family Nurse Practioner classifications to the Hidalgo County position inventory.
4. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-441-00-340-003-0-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

No Budgetary Impact -- Title Change only.

## Attachments

Job Descriptions
Fiscal Note
revised salary schedule
classification & PAR forms

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Sylvia Solis (Originator) | Sylvia Solis | 11/30/2011 04:33 PM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 08:01 AM |
| Rosalinda Cantu | Rosie Cantu | 12/01/2011 04:30 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Sylvia Solis Started On: 11/23/2011 08:53 AM

Final Approval Date: 12/02/2011

NOTE: This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title. It is not necessarily an exhaustive list of duties and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

# ADVANCED CLINICAL PRACTITIONER

**GRADE: 21**

## GENERAL DESCRIPTION

Performs highly advanced (senior-level) clinical healthcare/nursing work. Work involves assessing, planning, and providing comprehensive patient care independently or in collaboration with health care professionals. Plans, assigns, and supervises the work of other nursing professionals. Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Provides specialized consultation, training, and technical assistance to agency staff, care recipients, provider agencies, and the medical community

Plans, implements, and evaluates nursing care consistent with medical care prescribed by a physician

Evaluates patient's condition and formulates plan of care to maintain healthy progress

May administer medications and treatments within delineated parameters; institutes lifesaving emergency measures

Orders tests to detect disease processes

Initiates or modifies medical treatment when and to the extent authorized by the treating Physician

Creates and maintains accurate records, reports, and legal documents

Manages primary acute or chronic care in collaboration with health team members

Identifies problems and makes suggestions for change to facilitate continuity of patient care, meeting patient needs and the mission of a health care facility

Shares clinical expertise as consultant and instructor and utilizes health promotion strategies

Evaluates nursing services through the analysis of statistical studies and performance evaluation reports

Develops in-service training and educational programs

Develops and participates in quality assurance programs

Reviews medical records and patient assessments to determine compliance with policies and procedures, correctness of assessment, or quality of service

Plans, assigns, and supervises the work of others

May assists with patient flow and customer service

Performs all other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Minimum of seven (7) years of experience working as a Nurse Practitioner or Physician Assistant within a collaborative primary care environment preferred. Graduation from an accredited four-year college or university with a Master's degree in nursing, physician assistant or a related field required.

Bilingual preferred (English/Spanish)

### Certificates, Licenses & Registration

Must be certified as a Licensed Registered Nurse in the State of Texas or in a party state that recognizes reciprocity through the Nurse Licensure Compact and approved by the Board of Nurse Examiners for the State of Texas to practice as an Advanced Practice Nurse; or must be certified as a Licensed Physician Assistant in the State of Texas.

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

### Knowledge, Skills and Abilities

Knowledge of physical assessment and nursing techniques, principles, and procedures; of health care laws and regulations; of community health care principles, practices, and procedures; and of principles, methods, and procedures for the delivery of medical evaluation, diagnosis, and treatment

Ability to organize, coordinate, and evaluate health care/nursing activities and delivery of health care services; to explain public health law; to communicate effectively; and to plan, assign, and/or supervise the work of others

Knowledge and skills to lead a community health nursing team

Ability to direct and coordinate programs of care working collaborative and autonomously

Knowledge and understanding of policy and guideline implementation, review, monitoring and evaluation

Knowledge and understanding of involvement of patient and public in service delivery, development and design

Ability to plan and organize daily work routine

Ability to coordinate, audit, and control manpower and financial resources efficiently and effectively

Must have experience working with spreadsheets and/or word processing software

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

# MIDWIFE

**GRADE: 21**

## GENERAL DESCRIPTION

Independently manages women's health care with emphasis on the maternity cycle; Practices in collaboration with an obstetrician/gynecologist, or family practice physician if no obstetrician/gynecologist available.

## EXAMPLES OF WORK PERFORMED

Renders comprehensive care to women from menarche through menopause

Evaluates prenatal patient's condition and formulates plan of care to maintain healthy progress

Provides intrapartal care within scope of practice and expertise

Consults primary obstetrician and co-manages comprehensive care for high-risk patients

Administers medications and treatments within delineated parameters; institutes lifesaving emergency measures pending obstetrician's arrival

Facilitates postpartum patient's optimum physical and psychological transition to parenthood

Cares for newborn immediately following delivery, by evaluating condition and institutes emergency measures if needed

Counsels parents on normal growth and development of infant; provides guidance and encourages acceptable health practices

Manages gynecological conditions and performs annual health screening examinations

Orders tests to detect disease processes

Refers patients with complex problems for physician management

Provides family planning counseling and various methods of birth control

Prescribes hormonal replacement therapy for menopausal women

Shares clinical expertise as consultant and instructor and Utilizes health promotion strategies

Collaborates with health care team members to improve patient care delivery

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Four (4) years of related experience. Graduation from an accredited school of nursing and hold and maintain a certified midwife's license with the proper completion of an approved course in nurse-midwifery acceptable to the Surgeon General.

### Knowledge, Skills, and Abilities

Knowledge of theory, practice and skills of nurse-midwifery is mandatory

### Registration, Certification, or Licensure

May require licensure as a Nutritionist or Dietitian

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

# FAMILY NURSE PRACTITIONER

**GRADE: 21**

## GENERAL DESCRIPTION

Performs highly advanced (senior-level) clinical nursing work; Work involves assessing, planning, and providing comprehensive patient care independently or in collaboration with health care professionals; May plan, assign, and/or supervise the work of others; Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Performs related work as assigned

Provides specialized consultation, training, and technical assistance to agency staff, care recipients, provider agencies, and the medical community

Plans, implements, and evaluates nursing care consistent with medical care prescribed by a physician

Initiates or modifies medical treatment when and to the extent authorized by the treating physician

Creates and maintains accurate records, reports, and legal documents

Manages primary acute or chronic care in collaboration with health team members

Identifies problems and makes suggestions for change to facilitate continuity of patient care, meeting patient needs and the mission of a health care facility

Evaluates nursing services through the analysis of statistical studies and performance evaluation reports

Develops in-service training and educational programs

Develops and participates in quality assurance programs

Reviews medical records and patient assessments to determine compliance with policies and procedures, correctness of assessment, or quality of service

May plan, assign, and/or supervise the work of others

Performs other duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Seven (7) years experience in nursing work; Graduation from an accredited four-year college or university with a master's degree in nursing or a related field is generally preferred.

### Knowledge, Skills, and Abilities

Knowledge of nursing techniques, principles, and procedures; of health care laws and regulations; of community health care principles, practices, and procedures; and of principles, methods, and procedures for the delivery of medical evaluation, diagnosis, and treatment

Ability to organize, coordinate, and evaluate nursing activities and delivery of health services; to explain public health law; to communicate effectively; and to plan, assign, and/or supervise the work of others

### Registration, Certification, or Licensure

Must be registered as a Registered Nurse in the State of Texas or in a party state that recognizes reciprocity through the Nurse Licensure Compact; must be approved by the Board of Nurse Examiners for the State of Texas to practice as an advanced practice nurse

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

# Hidalgo County
## Department of Budget & Management
## FISCAL NOTE

*•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.*

**Agenda Item:** 29837

**To:** Commissioner' Court
**From:** Sergio Cruz, Budget Officer
**CC Date:** Tuesday, December 06, 2011

**Summary of request/proposal:**
**HEALTH CLINICS (1100):**
**Approval to reclassify the following positions, as stated below, reviewed and recommended by the Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective 12/19/2011. (Title Change Only)**

| | | | | Current | | | Proposed | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Fund | Position Title | Slot# | Obj | G | S | Salary | G | S | Salary | Total Requested |
| 1100 | MIDWIFE RECLASSIFY TO ADVANCED CLINICAL PRACTITIONER | 0001 | 113 | 21 | 3 | 92,582.00 | 21 | 3 | 92,582.00 | 0.00 |
| 1100 | FAMILY NURSE PRACTITIONER RECLASSIFY TO ADVANCED CLINICAL PRACTITIONER | 0002 | 113 | 21 | 2 | 89,554.00 | 21 | 2 | 89,554.00 | 0.00 |
| 1100 | FAMILY NURSE PRACTITIONER RECLASSIFY TO ADVANCED CLINICAL PRACTITIONER | 0121 | 113 | 21 | 3 | 92,582.00 | 21 | 3 | 92,582.00 | 0.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | 274,718.00 | | | 274,718.00 | 0.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) | | AMOUNT |
|---|---|---|---|---|
| 1-1100-441-00-340-003-0- | 113 | HEALTH CLIN. | REG F/T EMPLOYEES | $0.00 |
| 1-1100-441-00-340-003-0- | 211 | HEALTH CLIN. | HEALTH INSURANCE | $0.00 |
| 1-1100-441-00-340-003-0- | 212 | HEALTH CLIN. | LIFE INSURANCE | $0.00 |
| 1-1100-441-00-340-003-0- | 220 | HEALTH CLIN. | FICA | $0.00 |
| 1-1100-441-00-340-003-0- | 230 | HEALTH CLIN. | RETIREMENT | $0.00 |
| 1-1100-441-00-340-003-0- | 250 | HEALTH CLIN. | UNEMPLOYMENT COMP | $0.00 |
| 1-1100-441-00-340-003-0- | 260 | HEALTH CLIN. | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2011 BUDGETARY IMPACT: | $0.00 |

**2012 Budgetary Impact:** **$0.00**

**Possible Funding Sources:** **NO BUDGETARY IMPACT**

**Comments:**

| |
|---|
| **TITLE CHANGE ONLY.** |
| |
| |
| |

**2/3/2005**

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1- 1100-441-00-340-003-0**

**AI - 29837**

**HEALTH CLINICS**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| | | **RECLASSIFY THE FOLLOWING:** ↓ | | | | | | | | | | | |
| 0001 | 113 | ADVANCED CLINICAL PRACTITIONER ~~MIDWIFE~~ | 21 | 3 | $92,582.00 | $92,582.00 | $92,582.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $93,002.00 |
| 0002 | 113 | ADVANCED CLINICAL PRACTITIONER ~~FAMILY NURSE PRACTITIONER~~ | 21 | 2 | $89,554.00 | $89,554.00 | $89,554.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $89,554.00 |
| 0003 | 113 | DIRECTOR OF NURSING | 19 | 3 | $79,374.00 | $79,374.00 | $79,374.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $80,274.00 |
| 0004 | 113 | BUDGET MANAGER II | 17 | 1 | $63,599.00 | $63,599.00 | $63,599.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $63,959.00 |
| 0005 | 113 | ASSISTANT DIRECTOR OF NURSING | 17 | 4 | $70,277.00 | $70,277.00 | $70,277.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $71,057.00 |
| 0006 | 113 | DIRECTOR OF OPERATIONS | 16 | 5 | $67,132.00 | $67,132.00 | $67,322.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $68,102.00 |
| 0008 | 113 | REGISTERED NURSE IV | 16 | 1 | $58,888.00 | $58,888.00 | $59,374.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60,634.00 |
| 0009 | 113 | REGISTERED NURSE IV | 16 | 1 | $58,888.00 | $58,888.00 | $59,374.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60,334.00 |
| 0010 | 113 | REGISTERED NURSE IV | 16 | 1 | $58,888.00 | $58,888.00 | $58,888.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $58,888.00 |
| 0011 | 113 | REGISTERED NURSE IV | 16 | 1 | $58,888.00 | $58,888.00 | $59,374.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60,274.00 |
| 0012 | 113 | REGISTERED NURSE IV | 16 | 1 | $58,888.00 | $58,888.00 | $58,888.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $58,888.00 |
| 0013 | 113 | REGISTERED NURSE IV | 16 | 1 | $58,888.00 | $58,888.00 | $59,374.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60,154.00 |
| 0014 | 113 | REGISTERED NURSE IV | 16 | 1 | $58,888.00 | $57,513.00 | $57,513.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $58,233.00 |
| 0016 | 113 | REGISTERED NURSE III | 14 | 4 | $55,788.00 | $55,788.00 | $55,788.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $55,788.00 |
| 0017 | 113 | REGISTERED NURSE III | 14 | 4 | $55,788.00 | $55,788.00 | $55,788.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $55,788.00 |
| 0018 | 113 | HR COORDINATOR II | 13 | 8 | $58,199.00 | $48,199.00 | $48,200.00 | $1,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49,700.00 |
| 0019 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $42,884.00 | $43,489.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,489.00 |
| 0020 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $42,884.00 | $43,489.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,969.00 |
| 0021 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $42,884.00 | $43,489.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,089.00 |
| 0022 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $42,884.00 | $43,489.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,789.00 |
| 0023 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $42,884.00 | $43,489.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,789.00 |
| 0024 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $42,884.00 | $43,489.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,509.00 |
| 0025 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $42,884.00 | $43,489.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,909.00 |
| 0026 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $42,884.00 | $43,489.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,849.00 |
| G027 | 113 | EXECUTIVE ASSISTANT I | 11 | 2 | $41,481.00 | $41,481.00 | $41,481.00 | $1,320.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,801.00 |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1- 1100-441-00-340-003-0**

**AI - 29837**

**HEALTH CLINICS**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0028 | 113 | SYSTEM SUPPORT SPECIALIST I | 11 | 1 | $40,078.00 | $40,078.00 | $40,078.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,498.00 |
| 0029 | 113 | TB RECORD MANAGER | 10 | 2 | $38,408.00 | $38,408.00 | $38,408.00 | $1,380.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,788.00 |
| 0030 | 113 | BILLING SPECIALIST V | 9 | 2 | $35,563.00 | $35,563.00 | $35,563.00 | $1,380.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,943.00 |
| 0031 | 113 | BILLING SPECIALIST IV | 7 | 3 | $31,520.00 | $31,520.00 | $31,907.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,687.00 |
| 0032 | 113 | MEDICAL TECHNICIAN II | 7 | 3 | $31,520.00 | $31,520.00 | $31,520.00 | $1,320.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,840.00 |
| 0033 | 113 | MEDICAL TECHNICIAN I | 5 | 5 | $28,792.00 | $28,792.00 | $28,792.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,332.00 |
| 0034 | 113 | MEDICAL TECHNICIAN I | 5 | 2 | $26,140.00 | $26,140.00 | $26,143.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,863.00 |
| 0035 | 113 | CLERK III | 5 | 1 | $25,256.00 | $25,256.00 | $25,564.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,704.00 |
| 0036 | 113 | CLERK III | 5 | 1 | $25,256.00 | $25,256.00 | $25,563.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,863.00 |
| 0037 | 113 | CLERK III | 5 | 1 | $25,256.00 | $25,256.00 | $25,563.00 | $1,380.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,943.00 |
| 0038 | 113 | CLERK III | 5 | 1 | $25,256.00 | $25,256.00 | $25,563.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,563.00 |
| 0039 | 113 | CLERK III | 5 | 1 | $25,256.00 | $25,256.00 | $25,563.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,163.00 |
| 0040 | 113 | CLERK III | 5 | 1 | $25,256.00 | $25,256.00 | $25,533.00 | $1,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,033.00 |
| 0041 | 113 | CLERK III | 5 | 1 | $25,256.00 | $25,256.00 | $25,256.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,256.00 |
| 0042 | 113 | LABORATORY TECHNICIAN | 4 | 3 | $25,021.00 | $25,021.00 | $25,021.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,621.00 |
| 0043 | 113 | COURIER | 2 | 7 | $24,261.00 | $24,261.00 | $24,261.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,221.00 |
| 0044 | 113 | CLERK II | 3 | 4 | $23,927.00 | $23,927.00 | $24,000.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,720.00 |
| 0045 | 113 | CLINIC AIDE II | 3 | 4 | $23,927.00 | $23,927.00 | $24,000.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,260.00 |
| 0046 | 113 | CLINIC AIDE II | 3 | 4 | $23,927.00 | $23,927.00 | $24,000.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,300.00 |
| 0047 | 113 | INVENTORY SPECIALIST I | 4 | 2 | $24,203.00 | $24,203.00 | $24,203.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,683.00 |
| 0048 | 113 | CLERK II | 3 | 4 | $23,927.00 | $23,927.00 | $24,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,000.00 |
| 0049 | 113 | CLERK II | 3 | 4 | $23,927.00 | $23,927.00 | $24,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,000.00 |
| 0050 | 113 | CLERK II | 3 | 1 | $21,653.00 | $21,653.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0051 | 113 | CLINIC AIDE II | 3 | 1 | $21,653.00 | $21,653.00 | $21,653.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $21,653.00 |
| 0053 | 113 | CLERK II | 3 | 4 | $23,927.00 | $23,927.00 | $24,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,000.00 |
| 0055 | 113 | CLINIC AIDE II | 3 | 4 | $23,927.00 | $23,927.00 | $24,000.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,480.00 |
| 0056 | 113 | CLINIC AIDE II | 3 | 4 | $23,927.00 | $23,927.00 | $24,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,000.00 |
| 0057 | 113 | CLERK II | 3 | 0 | $20,570.00 | $20,570.00 | $20,570.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,570.00 |
| G058 | 113 | PUBLIC HEALTH SPECIALIST | 9 | 3 | $36,766.00 | $18,155.00 | $18,155.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $18,155.00 |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1- 1100-441-00-340-003-0**

**AI - 29837**

**HEALTH CLINICS**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| G060 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 1 | $40,078.00 | $10,450.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| G061 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $13,256.00 | $13,863.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $14,223.00 |
| G062 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $13,256.00 | $13,863.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $14,223.00 |
| G063 | 113 | LICENSED VOCATIONAL NURSE III | 13 | 1 | $46,747.00 | $14,211.00 | $14,211.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $14,211.00 |
| G064 | 113 | LICENSED VOCATIONAL NURSE III | 13 | 1 | $46,747.00 | $11,430.00 | $11,430.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $11,430.00 |
| G065 | 113 | OUTREACH SPECIALIST I | 4 | 2 | $24,203.00 | $11,213.00 | $11,213.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $11,693.00 |
| G067 | 113 | SOCIAL WORKER | 11 | 4 | $44,287.00 | $44,287.00 | $44,678.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45,098.00 |
| G068 | 113 | LICENSED VOCATIONAL NURSE III | 13 | 1 | $46,747.00 | $9,663.00 | $9,663.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $10,083.00 |
| G069 | 113 | LICENSED VOCATIONAL NURSE III | 13 | 1 | $46,747.00 | $9,663.00 | $9,663.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $9,663.00 |
| G070 | 113 | LICENSED VOCATIONAL NURSE III | 13 | 1 | $46,747.00 | $9,664.00 | $9,664.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $10,684.00 |
| G071 | 113 | OUTREACH SPECIALIST II | 6 | 3 | $29,186.00 | $8,980.00 | $8,980.00 | $1,080.00 | $0.00 | $0.00 | $0.00 | $0.00 | $10,060.00 |
| G072 | 113 | REGISTERED NURSE III | 14 | 4 | $55,788.00 | $55,788.00 | $55,790.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $55,790.00 |
| G073 | 113 | REGISTERED NURSE III | 14 | 1 | $50,487.00 | $50,487.00 | $50,487.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50,487.00 |
| G075 | 113 | OUTREACH SPECIALIST I | 4 | 4 | $25,839.00 | $7,980.00 | $7,980.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $7,980.00 |
| G076 | 113 | BILLING SUPERVISOR | 11 | 3 | $42,884.00 | $42,884.00 | $43,243.00 | $1,620.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,863.00 |
| G077 | 113 | CLERK III | 5 | 1 | $25,256.00 | $5,006.00 | $5,041.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $5,581.00 |
| G080 | 113 | CLERK III | 5 | 1 | $25,256.00 | $3,999.00 | $3,999.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $3,999.00 |
| G084 | 113 | CLINIC AIDE II | 3 | 4 | $23,927.00 | $5,331.00 | $5,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $5,404.00 |
| G086 | 113 | MAINTENANCE II | 3 | 4 | $23,927.00 | $2,491.00 | $2,564.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $3,824.00 |
| G087 | 113 | OUTREACH SPECIALIST I | 4 | 4 | $25,839.00 | $1,341.00 | $1,730.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,450.00 |
| G088 | 113 | OUTREACH SPECIALIST I | 4 | 4 | $25,839.00 | $2,076.00 | $2,076.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,676.00 |
| G089 | 113 | ASST TB RECORDS MNGR | 4 | 3 | $25,021.00 | $1,656.00 | $1,658.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,438.00 |
| G090 | 113 | OUTREACH SPECIALIST I | 4 | 1 | $23,385.00 | $526.00 | $526.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $526.00 |
| G092 | 113 | COMMUNITY SERVICE AIDE | 6 | 3 | $29,186.00 | $1,856.00 | $1,856.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,856.00 |
| G093 | 113 | COMMUNITY SERVICE AIDE | 6 | 3 | $29,186.00 | $1,880.00 | $1,880.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,360.00 |
| 0094 | 113 | CLERK III | 5 | 1 | $25,256.00 | $25,256.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| G095 | 113 | COMMUNITY SERVICE AIDE | 6 | 3 | $29,186.00 | $758.00 | $759.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $759.00 |
| G096 | 113 | COMMUNITY SERVICE AIDE | 6 | 3 | $29,186.00 | $757.00 | $757.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,117.00 |
| G098 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $0.00 | $0.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1- 1100-441-00-340-003-0**

**AI - 29837**

**HEALTH CLINICS**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| G100 | 113 | HEALTH TECHNICIAN | 7 | 1 | $29,458.00 | $0.00 | $0.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| G102 | 113 | RISK COMMUNICATION PLANNER | 7 | 2 | $30,489.00 | $0.00 | $0.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| G103 | 113 | HEALTH TECHNICIAN | 7 | 2 | $30,489.00 | $0.00 | $0.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| G104 | 113 | PUBLIC HEALTH PREP COORD | 16 | 1 | $58,888.00 | $0.00 | $0.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| G105 | 113 | LICENSED VOCATIONAL NURSE II | 11 | 3 | $42,884.00 | $0.00 | $0.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0110 | 113 | REGISTERED NURSE IV | 16 | 1 | $58,888.00 | $58,888.00 | $58,888.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $58,888.00 |
| 0111 | 113 | REGISTERED NURSE II | 12 | 5 | $49,344.00 | $49,344.00 | $49,344.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50,004.00 |
| 0112 | 113 | MEDICAL TECHNICIAN I | 5 | 2 | $26,140.00 | $26,140.00 | $26,143.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,143.00 |
| 0113 | 113 | MEDICAL TECHNICIAN I | 5 | 2 | $26,140.00 | $26,140.00 | $26,143.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,563.00 |
| 0115 | 113 | EPIDEMIOLOGIST I | 15 | 2 | $56,434.00 | $56,434.00 | $56,434.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $56,434.00 |
| A120 | 113 | OUTREACH SPECIALIST I | 4 | 4 | $25,839.00 | $0.00 | $0.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | **RECLASSIFY THE FOLLOWING:** ↓ | | | | | | | | | | | |
| | | **ADVANCED CLINICAL PRACTITIONER** | **21** | **3** | | | | | | | | | |
| **0121** | **113** | ~~**FAMILY NURSE PRACTITIONER**~~ | ~~**0**~~ | ~~**0**~~ | **$0.00** | **$92,582.00** | **$92,582.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$92,582.00** |
| A122 | 113 | TB PROGRAM MANAGER | 18 | 1 | $68,687.00 | $0.00 | $0.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| A123 | 113 | TX VCCNS MANAGER | 11 | 1 | $40,078.00 | $0.00 | $0.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| A124 | 113 | OUTREACH SPECIALIST II | 6 | 3 | $29,186.00 | $0.00 | $0.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0125 | 113 | REGISTERED NURSE V | 17 | 1 | $63,599.00 | $61,828.00 | $61,828.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $61,828.00 |
| | | | | | $3,855,550.00 | $2,910,933.00 | $2,865,881.00 | $47,400.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,907,881.00 |

**Approval to reclassify the above highlighted positions, reviewed and recommended by the Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective 12/19/2011. (Title Change Only)**

# HIDALGO COUNTY

## CLASSIFICATION COMMITTEE RECOMMENDATION FORM

**DEPARTMENT NAME:** HEALTH CLINICS **DATE:** 11/29/2011

**DEPARTMENT NUMBER:** 340 **PROGRAM NUMBER** 003

**CURRENT SLOT #:** 0001 **NO. OF POSITIONS:** 1

**DEPARTMENT CLASSIFICATION REQUEST-** ***RECLASSIFICATION (TITLE CHANGE ONLY)***

**CURRENT**

| MIDWIFE | (GRADE 21/ STEP 3) $92,582.00 |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**REQUESTED GRADE/ TITLE:**

| ADVANCED CLINICAL PRACTITIONER | (GRADE 21/ STEP 3) $92,582.00 |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

COMMITTEE RECOMMENDATION

| ADVANCED CLINICAL PRACTITIONER | (GRADE 21/ STEP 3) $92,582.00 |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**COMMENTS:**

**TITLE CHANGE ONLY - (NO COMMITTEE MEETING REQUIRED)**

**SIGNATURES**

| | |
|---|---|
| **Human Resources Representative** | 12/1/2011 Date |
| Norma G. García **County Treasurer Representative** | 11/30/11 Date |
| **Budget & Management Representative** | 11/30/2011 Date |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT. - CLINICS (340-003) DATE: 11/18/11

CURRENT POSITION TITLE: MIDWIFE CURRENT SLOT. #: 0001

REQUESTED POSITION TITLE: ADVANCE CLINICAL ~~PRACTIONER~~ Practitioner New Slot #: 0001

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Title Change

*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

| Salary Amount: | $ 92,582.00 (Grade 21/ Step 3) Current Budgeted Salary | $ 92,582.00 (Grade 21/ Step 3) Proposed Budgeted Salary | $ 0.00 Net Change |
|---|---|---|---|

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [X] |
| Non-Exempt | [X] | Non-Exempt | [ ] |
| N/A | [ ] | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

The title change to this position is essential in that the new title will broaden the field of qualified applicants that have the credentials to perform the required scope of work. Under the new title of Advance Clinical Practitioner, any Physician Assistant, Certified Nurse Midwife, Woman's Health Nurse Practitioner or Family Nurse Practitioner would be qualified to apply for this position. This title change will also meet any future requirements in dealing with advance nursing practices as may be required by any grant and / or program.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 11/18/2011 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | X YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 12/1/2011 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 11/30/11 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY

## CLASSIFICATION COMMITTEE RECOMMENDATION FORM

**DEPARTMENT NAME:** HEALTH CLINICS **DATE:** 11/29/2011

**DEPARTMENT NUMBER:** 340 **PROGRAM NUMBER** 003

**CURRENT SLOT #:** 0002 **NO. OF POSITIONS:** 1

**DEPARTMENT CLASSIFICATION REQUEST-** ***RECLASSIFICATION (TITLE CHANGE ONLY)***

**CURRENT**

| FAMILY NURSE PRACTITIONER | (GRADE 21/ STEP 2) $89,554.00 |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**REQUESTED GRADE/ TITLE:**

| ADVANCED CLINICAL PRACTITIONER | (GRADE 21/ STEP 2) $89,554.00 |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

COMMITTEE RECOMMENDATION

| ADVANCED CLINICAL PRACTITIONER | (GRADE 21/ STEP 2) $89,554.00 |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**COMMENTS:**

**TITLE CHANGE ONLY - (NO COMMITTEE MEETING REQUIRED)**

**SIGNATURES**

| | |
|---|---|
| **Human Resources Representative** | 12/1/2011 Date |
| **County Treasurer Representative** | 11/30/11 Date |
| **Budget & Management Representative** | 11/30/2011 Date |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT. - CLINICS (340-003) DATE: 11/18/11

CURRENT POSITION TITLE: FAMILY NURSE PRACTITIONER CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: ADVANCE CLINICAL ~~PRACTIONER~~ Practitioner New Slot #: 0002

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Title Change

*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

| | | | |
|---|---|---|---|
| Salary Amount: | $ 89,554.00 (Grade 21/ Step 2) Current Budgeted Salary | $ 89,554.00 (Grade 21/ Step 2) Proposed Budgeted Salary | $ 0.00 Net Change |

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

**POSITION Type:**

Full Time Employee Object 113 ☒ X

Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐

Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☒ X |
| Non-Exempt | ☒ X | Non-Exempt | ☐ |
| N/A | ☐ | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

The title change to this position is essential in that the new title will broaden the field of qualified applicants that have the credentials to perform the required scope of work. Under the new title of Advance Clinical Practitioner, any Physician Assistant, Certified Nurse Midwife, Woman's Health Nurse Practitioner or Family Nurse Practitioner would be qualified to apply for this position. This title change will also meet any future requirements in dealing with advance nursing practices as may be required by any grant and / or program.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 11/18/2011 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | X YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 12-01-11 DATE | PERSONNEL PROCEDURES COMPLETED | ☒ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 11/30/11 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY

## CLASSIFICATION COMMITTEE RECOMMENDATION FORM

**DEPARTMENT NAME:** HEALTH CLINICS **DATE:** 11/29/2011

**DEPARTMENT NUMBER:** 340 **PROGRAM NUMBER** 003

**CURRENT SLOT #:** 0121 **NO. OF POSITIONS:** 1

**DEPARTMENT CLASSIFICATION REQUEST-** ***RECLASSIFICATION (TITLE CHANGE ONLY)***

**CURRENT**

| FAMILY NURSE PRACTITIONER | (GRADE 21/ STEP 3) $92,582.00 |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**REQUESTED GRADE/ TITLE:**

| ADVANCED CLINICAL PRACTITIONER | (GRADE 21/ STEP 3) $92,582.00 |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

COMMITTEE RECOMMENDATION

| ADVANCED CLINICAL PRACTITIONER | (GRADE 21/ STEP 3) $92,582.00 |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**COMMENTS:**

**TITLE CHANGE ONLY - (NO COMMITTEE MEETING REQUIRED)**

**SIGNATURES**

| Esther A. Cortez | 12-01-11 |
|---|---|
| **Human Resources Representative** | Date |
| Norma G. Garcia | 11/30/11 |
| **County Treasurer Representative** | Date |
| [signature] | 11/30/11 |
| **Budget & Management Representative** | Date |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT. - CLINICS (340-003) DATE: 11/18/11

CURRENT POSITION TITLE: FAMILY NURSE PRACTITIONER CURRENT SLOT. #: 0121

REQUESTED POSITION TITLE: ADVANCE CLINICAL ~~PRACTIONER~~ Practitioner New Slot #: 0121

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Title Change & Classification

*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

| | | | |
|---|---|---|---|
| Salary Amount: | $ 92,582.00 (Grade 0 / Step 0) Current Budgeted Salary | $ 92,582.00 (Grade 21/ Step 3) Proposed Budgeted Salary | $ 0.00 Net Change |

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

**POSITION Type:**

Full Time Employee Object 113 ☒ X

Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐

Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☒ X per Mike Escaname |
| Non-Exempt | ☒ X | Non-Exempt | ☒ X |
| N/A | ☐ | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

The title change to this position is essential in that the new title will broaden the field of qualified applicants that have the credentials to perform the required scope of work. Under the new title of Advance Clinical Practitioner, any Physician Assistant, Certified Nurse Midwife, Woman's Health Nurse Practitioner or Family Nurse Practitioner would be qualified to apply for this position.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 11/18/2011 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | X YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 12/1/2011 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 11/30/11 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

**AI-29874** **10. D.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Health Division:
To update Commissioner's Court and community on meningitis and provide information on the meningitis vaccine clinic scheduled for December 9, 2011 from 12:30 pm to 4:00 pm at STC (Cooper Center for Communication Arts building).

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1293-345-40-340-005-0-000

**FUNDS AVAILABLE Y/N?:** N/A **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Vaccines are provided by State of Texas.

## Attachments

Info

## Form Review

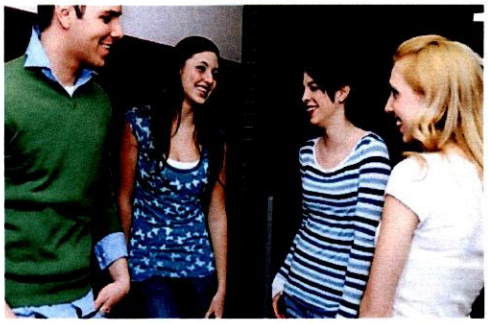
| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/29/2011 11:55 AM |
| Manuel Chapa | Manuel Chapa | 11/30/2011 02:01 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 02:32 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 05:07 PM |

Form Started By: Mike Escaname Started On: 11/29/2011 11:21 AM

Final Approval Date: 12/01/2011

# "When Seconds Count Campaign"

## *Don't Wait. Vaccinate.*



*Meningitis Vaccine Clinic*

*December 9, 2011*

*12:30 – 4:00 PM*

*Cooper Center for Communication Arts*
*(STC- 3201 W. Pecan –McAllen)*

*Cost: $5.00*

*Provided by: Hidalgo County Health Dept.*

*Must be 18 or under*

*There is a rare but sometimes deadly disease, called meningococcal meningitis, that strikes college students.*
*The disease spreads quickly and within hours of the first symptoms can cause organ failure, brain damage, amputations of limbs, or death.*
*Parents and students should learn more about meningococcal meningitis and consider immunization. Vaccination can prevent most cases of disease on college campuses.*

Keynote Speaker:

**Jamie Schanbaum**

*Meningitis Survivor*

*Presentation: 12:30 pm*

***DON'T WAIT TILL IT'S TOO LATE....VACCINATE BECAUSE SECONDS COUNT***

**AI-29967** **10. E.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Pursuant to Health & Safety Code Chapter 121, requesting approval to appoint Dr. Ivan Melendez, Medical Director, as the Hidalgo County Local Health Authority for the period of December 6, 2011 to December 5, 2013.

### BACKGROUND

In accordance with Health & Safety Code, Chapter 121, oath has to be administered on a biennium basis.

## Attachments

certificate
code ch121
oath
statement of appt officer
TAC Health Services title 25

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/02/2011 08:00 AM |
| Manuel Chapa | Manuel Chapa | 12/02/2011 08:50 AM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Mike Escaname Started On: 12/01/2011 04:32 PM

Final Approval Date: 12/02/2011

# Certificate of Appointment

**For a**

# Local Health Authority

**I, ___Ramon Garcia_____, acting in the capacity as a**

**(*Check the appropriate designation below*)**

**_____Non-physician and the Local Health Department Director**
**_____Mayor or Designee**
**__X___County Judge of Designee**
**_____Chairperson of the Public Health District**

**do hereby certify the physician, __Ivan Melendez, M.D._____, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for __Hidalgo_____, Texas.**

**Date term of office begins ____December 6____, 20_11__**

**Date term of office ends _December 5__, 2013___, unless removed by law.**

**The Local Health Authority has been appointed and approved by the:**

***(Check the appropriate designation below)***

**_____Director, _____**

**_____City Council for the City of _____**

**___X__Commissioners Court for _____Hidalgo_____ County**

**_____Board of Health for the _____Public Health District**

**I certify to the above information on this the _____ day of _____, 2011__.**

_____

**Signature of appointing official**

***(See reverse side for instructions)***

Revised by the Division of Regional and Local Health Services, February 2008

HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

(2) "Physician" means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more and

a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288, Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service required of a local health department under Section 121.032(a) or of a public health district under Section 121.043(a).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of public health services.

(d) The board may adopt rules necessary to implement this section.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted under that Act control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 810, Sec. 1, eff. September 1, 2007.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities, public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The board shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0067. EVALUATION AND REPORT OF DELIVERY OF ESSENTIAL PUBLIC HEALTH SERVICES. (a) The department, in cooperation with municipalities, counties, public health districts, and other political subdivisions that receive grants under Section 121.0065, and the consortium established under Subchapter F, shall evaluate:

(1) the effectiveness, accessibility, and quality of essential public health services provided under the grant program established by Section 121.0065 and under Section 121.0066; and

(2) the adequacy of funding for those services.

(b) Not later than January 1 of each odd-numbered year, the department shall file with the governor and the presiding officer of each house of the legislature a report detailing the results of the evaluation conducted under Subsection (a). The report must include recommendations relating to:

(1) legislation to improve the effectiveness, accessibility, and quality of essential public health services; and

(2) appropriate funding for those services.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The board may designate geographic areas of the state as public health regions to provide public health services.

(b) The board shall appoint a physician to serve as regional director for each public health region. The regional director is the

chief administrative officer of the region. The board shall establish the qualifications and terms of employment of a regional director.

(c) The board or its designee may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the board or commissioner, in a jurisdiction in the region in which the health authority fails to perform duties prescribed by the board under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

(d), (e) Repealed by Acts 1999, 76th Leg., ch. 1378, Sec. 8, eff. June 19, 1999.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.

Sec. 121.008. ANNUAL CONFERENCE. (a) The board shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

## SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional

standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

## SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.

## SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991.

Sec. 121.034. PUBLIC HEALTH BOARD. (a) The governing body of a municipality that establishes a local health department may provide for the creation of an administrative or advisory public health board and the appointment of representatives to that board.

(b) The commissioners court of a county that establishes a local health department may provide for the creation of an advisory public health board and the appointment of representatives to that board.

(c) The director of the local health department is an ex officio, nonvoting member of any public health board established for the local health department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

## SUBCHAPTER E. PUBLIC HEALTH DISTRICTS

Sec. 121.041. ESTABLISHMENT. By a majority vote of each governing body, a public health district may be established by:

(1) two or more counties;

(2) two or more municipalities;

(3) a county and one or more municipalities in the county; or

(4) two or more counties and one or more municipalities in those counties.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.042. ADMISSION TO DISTRICT. (a) Any governmental

entity, including a school district, may apply to become a member of a public health district.

(b) The governing body of each member shall review the application.

(c) The governmental entity may be admitted to membership on terms acceptable to the applicant and the members if a majority of the governing body of each member approves the application.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.043. POWERS AND DUTIES. (a) A public health district may perform any public health function that any of its members may perform unless otherwise restricted by law.

(b) For purposes of Section 121.005, a public health district shall be identified by its program of public health services and shall, at a minimum, provide the services listed for a local health department under Section 121.032(b).

(c) A public health district may sue and be sued.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 476, Sec. 3, eff. Aug. 26, 1991.

Sec. 121.044. COOPERATIVE AGREEMENT. (a) The members of a public health district shall prepare a written cooperative agreement that sets out fully the terms of operation of the district.

(b) The terms in a cooperative agreement must include:

(1) organizational structure;

(2) financial administration; and

(3) procedures for:

(A) modification of the cooperative agreement;

(B) admission, withdrawal, and expulsion of members;

(C) dissolution of the district; and

(D) selection and removal of a director.

(c) A cooperative agreement must be:

(1) approved by the governing body of each member; and

(2) signed by the appropriate officers of each governing body.

(d) A modification of a cooperative agreement must be in

writing. A modification is effective on approval by the governing body of each member.

(e) A copy of a cooperative agreement and of each modification shall be:

(1) included in the minutes of the governing body of each member; and

(2) filed with the clerk of each county and municipality in the district and with the department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.045. DISTRICT DIRECTOR. (a) The members of a public health district shall appoint the director of the district.

(b) The director is the chief administrative officer of the public health district, and if the director is a physician, the director is the health authority in the district's jurisdiction.

(c) A member may designate a person to perform its appointment duties under this section.

(d) A director of a public health district who is not a physician shall appoint a physician as the health authority for the district, subject to the approval of the members and the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0451. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the public health district to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with

the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991.

Sec. 121.046. PUBLIC HEALTH BOARD. (a) The cooperative agreement of a public health district may provide for the creation of an advisory or administrative public health board.

(b) An advisory public health board shall advise the members and director on matters of public health.

(c) An administrative public health board may adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public. However, an administrative board may not adopt a rule that is not specifically authorized by state law, conflicts with a law of this state, or conflicts with an ordinance of a municipality or county in the district.

(d) A public health board may perform any function relating to the operation of the public health district that is required under the cooperative agreement.

(e) The terms of a cooperative agreement that provides for a public health board must include:

(1) the composition and number of the representatives that compose the public health board;

(2) a method for appointing representatives to the public health board;

(3) the length of the representatives' terms, which must

be staggered;

(4) a requirement that a representative must have resided in the district for at least three years before the date of the representative's appointment;

(5) a requirement that each representative serve without compensation;

(6) the manner in which a vacancy is filled for an unexpired term;

(7) the procedure and substantive criteria for the removal of a representative; and

(8) a description of the relationship between the director and the public health board.

(f) The director is an ex officio, nonvoting member of a public health board established by the cooperative agreement.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.047. FINANCES. The members of a public health district shall pay the costs necessary to operate the district, including costs for:

(1) staff salaries;

(2) supplies;

(3) suitable offices;

(4) health and clinic centers;

(5) health services and facilities; and

(6) maintenance.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

## SUBCHAPTER F. PUBLIC HEALTH CONSORTIUM

Sec. 121.101. DEFINITION. In this chapter, "consortium" means the public health consortium established under this subchapter.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Sec. 121.102. CONSORTIUM ESTABLISHED. Subject to availability of funds, the department shall establish a public health consortium composed of:

(1) The University of Texas Health Science Center at San Antonio;

(2) The University of Texas M. D. Anderson Cancer Center;

(3) The University of Texas Southwestern Medical Center at Dallas;

(4) The University of Texas Medical Branch at Galveston;

(5) The University of Texas Health Science Center at Houston;

(6) The University of Texas Health Science Center at Tyler;

(7) the Texas Tech University Health Sciences Center;

(8) The Texas A&M University Health Science Center;

(9) the University of North Texas Health Science Center at Fort Worth; and

(10) any other public institution of higher education that elects to participate in the consortium.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Sec. 121.103. GENERAL DUTIES. (a) Subject to the availability of funds, the department, in consultation with the consortium and local health units, local health departments, and public health districts, shall:

(1) develop curricula to provide training to public health workers;

(2) conduct research on improving health status outcomes and methods of monitoring those outcomes;

(3) develop performance standards for local health units, local health departments, and public health districts;

(4) develop competency certification standards for public health workers; and

(5) study the technology infrastructure available to local health units, local health departments, and public health districts and improve the use of this infrastructure to permit:

(A) statewide communication relating to disease surveillance and reporting of public health information; and

(B) immediate access to public health information and collaboration among public health professionals.

(b) The training curricula described by Subsection (a)(1) may

include training for local health authorities.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

# OATH OF OFFICE

## For Local Health Authorities in the State of Texas

**I, __Ivan Melendez, M.D.____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.**

**__Ivan Melendez, M.D._____**
**Affiant**

**___3304 N. Bryan Rd, Mission, TX____78573___**
**Mailing Address ZIP**

**_(956)212-0902_____**
**(Area Code) Phone Number (day and evening)**

**_____**
**Email Address**

**SWORN TO and subscribed before me this _____ day of _____, 20___.**

**_____**
**Signature of Person Administering Oath**

*(Seal)*

**___Ramon Garcia_____ _____**
**Printed Name**

**__Hidalgo County Judge_____**
**Title**

# THE STATE OF TEXAS

## Statement of Elected/Appointed Officer

(Please type or print legibly)

I _____Ivan Melendez, M.D._____ do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

_____
**Affianced Signature**

**___Ivan Melendez, M.D._____**
**Printed Name**

**____Hidalgo County Local Health Authority_____**
**Position to Which Elected/Appointed**

**___Hidalgo County_____**
**City and/or County**

**SWORN TO and subscribed before me by affiant on this _____ day of _____ 20___.**

_____
**Signature of Person Authorized to Administer Oaths/Affidavits**

***(Seal)***

**__Ramon Garcia_____**
**Printed Name**

**__Hidalgo County Judge_____**
**Title**

Pursuant to Tex. Const. Art. XVI, §1(b), (amended 2001). Revised by the Division for Regional and Local Health Services, February 2008.

<<Prev Rule

# Texas Administrative Code

Next Rule>>

| | |
|---|---|
| TITLE 25 | HEALTH SERVICES |
| PART 1 | DEPARTMENT OF STATE HEALTH SERVICES |
| CHAPTER 85 | HEALTH AUTHORITIES |
| SUBCHAPTER A | LOCAL PUBLIC HEALTH |
| **RULE §85.1** | **Health Authorities** |

(a) A health authority is a physician appointed under the Local Public Health Reorganization Act, Health and Safety Code, Chapter 121 by the governing body of a city, county, or public health district to administer the state and local laws relating to public health.

(b) A health authority must be appointed in a municipality or county that has established a local health department or public health district.

(1) The director of a local health department or public health district, if the director is a physician, shall be the health authority within the jurisdiction of the local health department or district.

(2) If a non-physician serves as the director of a local health department or public health district, the director shall appoint a physician to serve as the health authority within the jurisdiction of such local health department or district subject to the approval of the governing body of the local health department or public health district. No action is required by the Board of Health (board) to further approve the appointment.

(c) A health authority may be appointed, but is not required to be appointed, in a municipality or county that has not established a local health department or public health district unless it falls under subsection (d) of this section. The governing body of the municipality or the commissioners court of the county may appoint the health authority within its jurisdiction.

(d) A health authority serves for a term of two years and may be appointed to successive terms.

(e) A regional director of the department shall perform the duties of a health authority for a municipality, county, public health district, or entity authorized to appoint a health authority in a jurisdiction in the regional director's region in which there is no health authority. A regional director is a physician who is employed by the department and serves as the chief administrative officer of a region. A region is a geographic area of the State of Texas designated by the department.

(f) A regional director of the department may perform some or all of the duties of a health authority if an appointed health authority fails to perform duties prescribed by the board in this section. At the request of the appointing authority, a regional director may serve as a health authority because of the absence or incapacity of the appointed health authority. No action by the board is necessary to further approve a regional director's performance or service.

(g) A health authority shall perform each duty that is necessary to implement and enforce a law to protect the public health as stated in the Health and Safety Code, §121.024.

(h) An appointed health authority shall take the official oath required by the Texas Constitution, Article 16, §1, including the statement of appointed officer and file a copy of the oath and appointment with

the appropriate regional office within ten working days of the date of taking the oath.

(i) If a health authority ceases to hold office for any reason, the appointing authority shall immediately notify the department and appropriate regional director. When a new health authority has been appointed, the person will take the action outlined in subsection (i) of this section and notify the appropriate regional office of the change.

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**Source Note:** The provisions of this §85.1 adopted to be effective February 3, 2000, 25 TexReg 576

Next Page Previous Page

List of Titles Back to List

HOME | TEXAS REGISTER | TEXAS ADMINISTRATIVE CODE | OPEN MEETINGS | HELP |

**AI-29876** **11. A.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Juan Martinez **Submitted By:** Yolanda Orozco, FIRE MARSHAL'S DEPT.

**Department:** FIRE MARSHAL'S DEPT.

## Information

**CAPTION**

Discussion and approval of the following 2011 Rural Emergency Services Interlocal Agreement with:
1. City of Edinburg

**BACKGROUND**

- City of Edinburg (3 Original Copies)

## Fiscal Impact

**FISCAL YEAR:** 1 **ACCT. #:** 1-1100-422-20-300-006-0-841

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

## Attachments

2011 Edinburg Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/29/2011 01:52 PM |
| Roland Garcia | Rolando Garcia | 12/01/2011 09:26 AM |
| Auditor's Office | Arcilia Duran | 12/01/2011 02:22 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 05:07 PM |

Form Started By: Yolanda Orozco Started On: 11/29/2011 01:05 PM

Final Approval Date: 12/01/2011

**Interlocal Cooperation Agreement between** City of Edinburg **and Hidalgo County, Texas.**

**STATE OF TEXAS**

**COUNTY OF HIDALGO**

THIS Interlocal Cooperation Agreement is made on the 4 day of October, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Edinburg, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 4th day of October, 2011.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

**1.0 TERMS**

1.1 This contract shall be for a period commencing on October 4, 2011 and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

**2.0 DEFINITIONS**

**BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) excluded are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

**CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

**COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

**ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

**COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

**CHIEF DEPUTY / DEPUTY FIRE MARSHAL** – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

**FALSE ALARM CALL** - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

**FIREFIGHTING** – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **excluding** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

**GOOD INTENT CALLS** – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

**HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT** – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

**HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT–** any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

**INCORPORATED AREA** - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

**LAW ENFORCEMENT ASSISTANCE** – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **excluding** MVA duties (traffic Control, washdowns, patient packaging)

**MASS CASUALTY INCIDENT** – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

**MEDICAL CALL** – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

**MUTUAL AID** – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

**NATURAL VEGETATION** – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

**OPERATIONAL PERIOD** – 12 hour standard as recognized by the National Incident Management system.

**PETROLEUM BASED INCIDENT** – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium **excluding** propane tanks used for residential or commercial service (100lbs or under).

**PRIMARY ENTITY** – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

**PUBLIC WORKS RESPONSE** – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

**RECOVERY CALL – Body** - Any recovery of a deceased victim.

**REIMBURSEMENT PLAN** – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

**REGIONAL MEDICAL RESPONSE TEAM** – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

**RESPONSE AREA** – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

**RUBBISH** – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

**RURAL AREA** – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

**RURAL RESPONSE DISTRICT** – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

**SEARCH and RESCUE CALLS** – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **excluding** Recovery, and or Vehicle Extrication.

**SECONDARY CITY** – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **excluding** all aid to other Jurisdictions in their city limits.

**SERVICE CALLS** – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

**SPECIAL SITUATIONS** – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

**STRUCTURE** – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

**TRAFFIC CONTROL** – Any incident response where the nature of the call is strictly for traffic control assistance.

**VEHICLE / COMMERCIAL VEHICLE** – has the same meaning found in the Texas Transportation Code.

**MOTOR VEHICULAR ACCIDENT (MVA)** – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

**VEHICULAR EXTRICATION** – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

**COMMERCIAL VEHICLE FIRE** – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) **excluding** passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

**VEHICLE FIRE (NON-COMMERCIAL)** A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

**WASH DOWN** – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

**WILDLAND FIRE** - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

**WIRELINE INCIDENTS (ELECTRICAL)** – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

**WIRELINE INCIDENTS (NON-ELECTRICAL)**- where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

## 3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

**COUNTY RESPONSIBILITIES**

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

### 4.2.2 INVESTIGATIONS

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

### 4.2.3 FIRE PREVENTION

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

### 4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

### 4.2.5 RESPONSE

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

## 5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

## 6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

| | | |
|---|---|---|
| **(6.1.4.I.)** | **CATEGORY I (CI)** | **Flat rate of $1000.00 per incident.** |
| **(6.1.4.II.)** | **CATEGORY II (CII)** | **Flat Rate of $ 600.00 per incident** |
| **(6.1.4.III.)** | **CATEGORY III (CIII)** | **Flat Rate of $ 425.00 per incident.** |
| **(6.1.4.IV.)** | **CATEGORY IV (CIV)** | **Flat Rate of $ 275.00 per incident.** |
| **(6.1.4.V.)** | **CATEGORY V (CV)** | **Flat Rate of $ 125.00 per incident.** |

6.1.4.I. **CATEGORY I. A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

6.1.4.II. **CATEGORY II. A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

6.1.4.III **CATEGORY III. A Rate of $ 425.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**

.2 **BEE ATTACK**

.3 **PETROLEUM BASED INCIDENT STANDBY**

.4 **WIRELINE INCIDENTS (ELECTRICAL)**

6.1.4.IV. **CATEGORY IV. At a rate of $ 275.00 per incident,** as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

.3 **HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)**

6.1.4.V. **CATEGORY V. At a rate of $125.00 per incident,** as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**

.2 **GOOD INTENT CALLS**

.3 **SERVICE CALLS**

.4 **RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.5 **WIRELINE INCIDENTS (NON-ELECTRICAL)**

.6 **PALM TREE FIRE (NON-MOVING VEGITATION)**

.7 **MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)**

## 7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

## 8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

## 9.0. MISCELLANEOUS

**9.1 CONFLICT WITH APPLICABLE LAW.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**9.2 NO WAIVER.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**9.3 ENTIRE AGREEMENT** – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

**9.4 TEXAS LAW TO APPLY.** This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**9.5 NOTICE.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity City of Edinburg
212 W. McIntyer
Edinburg, Texas 78540

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

**9.6 ADDITIONAL DOCUMENTS.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**9.7 SUCCESSORS.** This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**9.8 HEADINGS.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**9.9 GENDER and NUMBER.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

**9.10 AUTHORITY TO EXECUTE.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

**9.11 PERFORMANCE of GOVERNMENT FUNCTIONS.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

This page left blank – will be the designated signature sheet

**WITNESS THE HANDS OF THE PARTIES**

**(In duplicate originals effective on the day both parties' signatures are executed.**

**CITY OF**

**By:** Richard H. Garcia, Mayor

10-4-11

**Date**

**ATTEST:**

**City Secretary**

CITY OF EDINBURG, TEXAS

**COUNTY OF HIDALGO**

**Ramon Garcia, County Judge**

**Date**

**ATTEST:**

**Arturo Guajardo, Jr., County Clerk**

**Approved as to Form: Atlas & Hall, LLP**

**By:**
**Stephen L. Crain**

**APPROVED AS TO FORM:**
Gonzalez Palacios, LLP
Attorneys at Law
BY:
City Attorney

## Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:

_____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS:

_____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

# OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS: _____

_____

_____

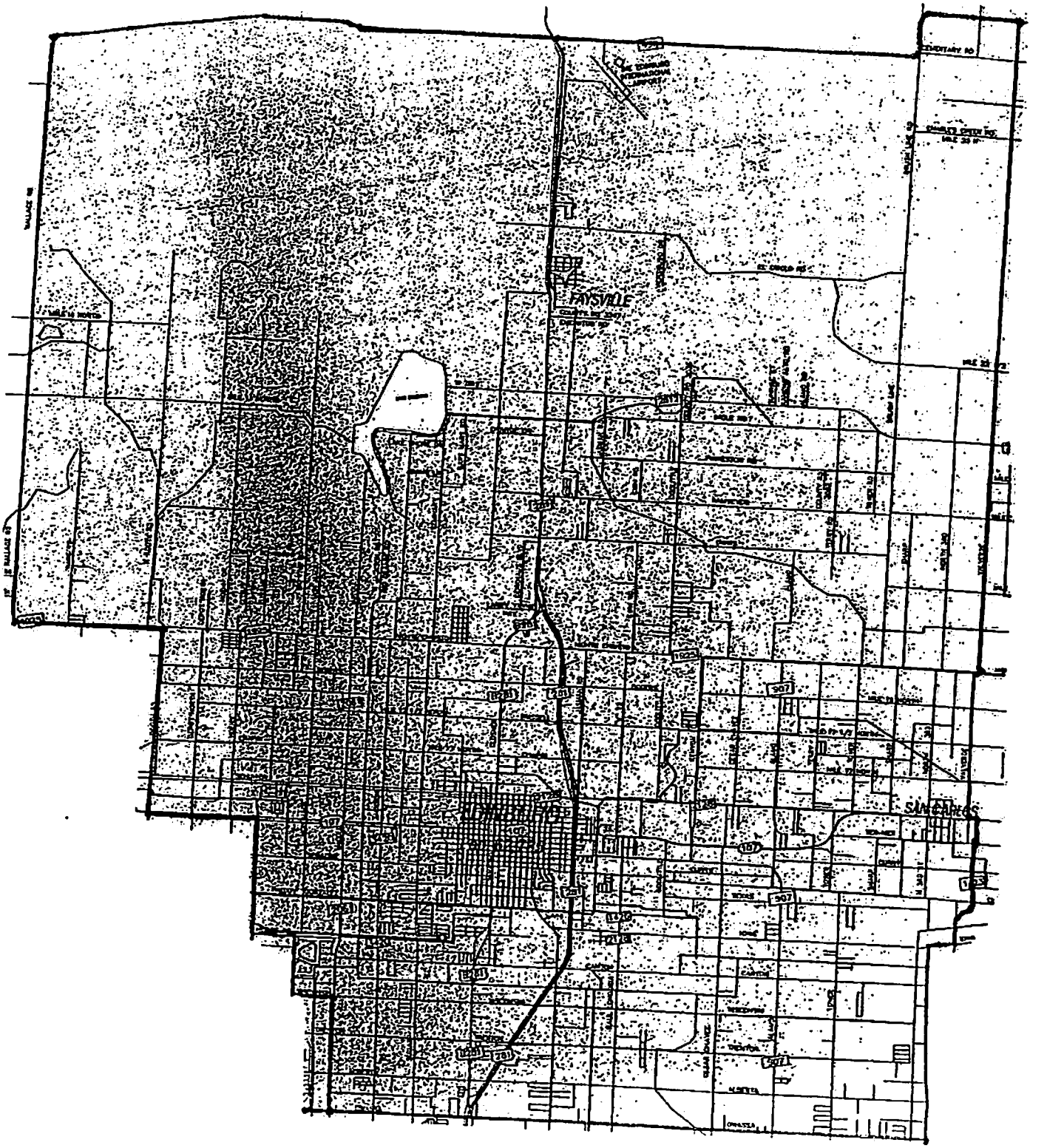
Incident Commander: _____ Report Prepared by: _____

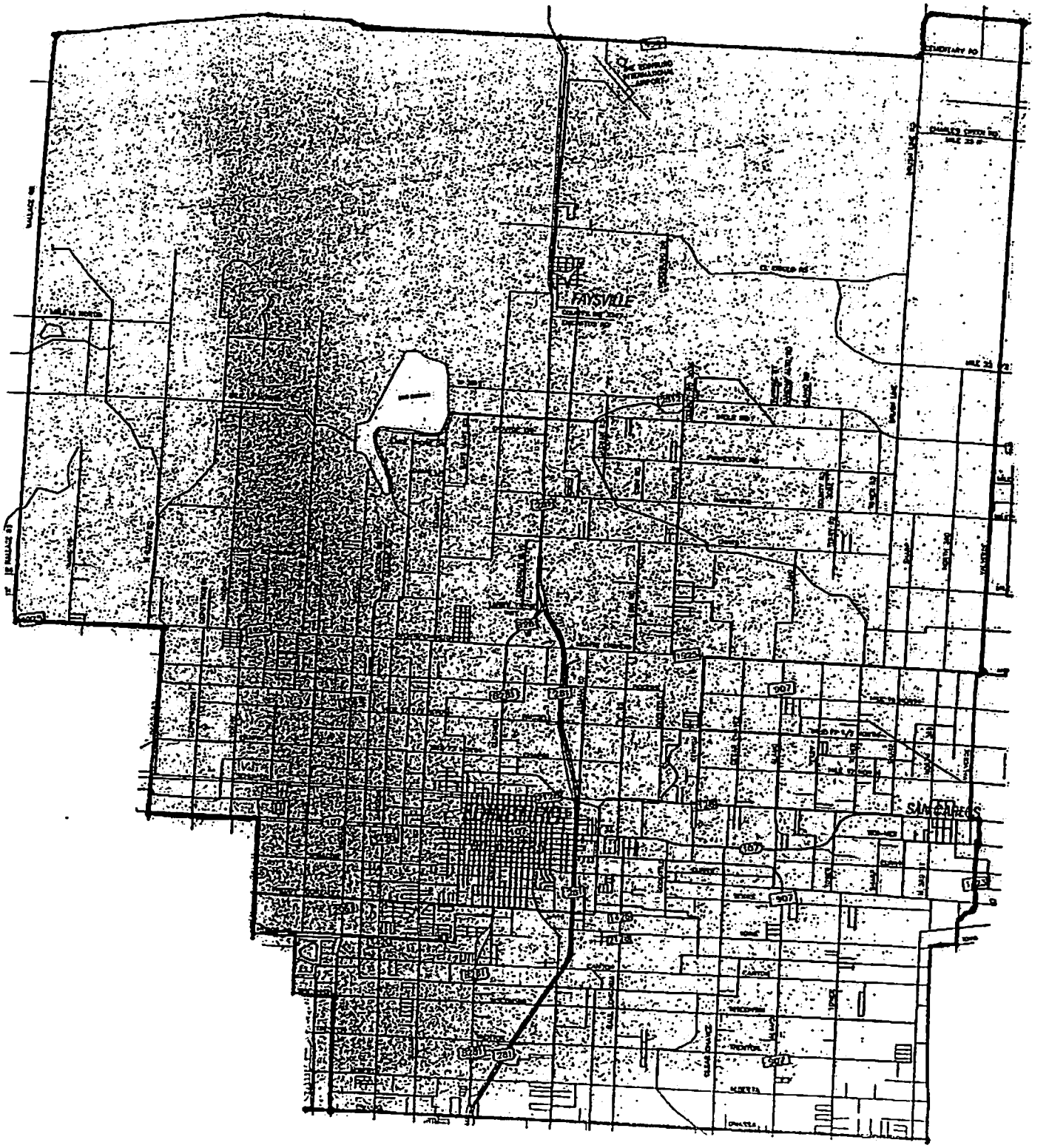
ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00


FAYSVILLE
HOWLAND
SAWMILLS


FAYSVILLE
SANDERS

**AI-29979** **12. A.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Carlos Jasso **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Consideration and approval of an "Irrevocable Directive of Draw Proceeds/Disbursement Agreement" as required (as a condition precedent to issuing Payment & Performance bonds) by bonding company, Insurers Indemnity Company, contract surety for O.G Construction Company, LLC for: "Trenton Drain Project" (approved by Commissioners' Court on October 11, 2011)and thus directing all contract funds to Aacon, Inc., disbursement agent for: O.G Construction Company, LLC and as further specified/detailed document (s) attached herein.

### BACKGROUND

Approval of this request will allow surety company to provide the required payment and performance bonds for completion and execution of required contracts. The Trenton Drain is being funded through The Texas General Land Office and the Disaster.

## Attachments

Irrevocable Directive of Draw Proceeds

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/02/2011 02:36 PM |
| Perla Lopez | Perla Lopez | 12/02/2011 03:01 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Mary Flores Started On: 12/02/2011 02:20 PM

Final Approval Date: 12/02/2011

# URBAN COUNTY PROGRAM
## Hidalgo County Commissioners' Court
## Agenda Request Form

No. 29043
Carlos

Date: October 05, 2011
Deadline for Action: October 11, 2011
Department: *Urban County Program*

Meeting Date Request: October 11, 2011
Contact Person: *Diana R. Serna*
Phone: (956) 787-8127 Fax: (956) 787-5291

***Diana R. Serna, UCP Director:*** _____

**Caption:**

Urban County Program for Precinct No. 4 is requesting consideration and action to award and enter into a construction contract with O.G. Construction, Co., L.L.C., lowest bidder meeting all specifications and/or requirements, for the Texas General Land Office (GLO) contract No.10-5066-000-5049 and the Disaster Recovery Program DRS 010068 – Trenton Drain Project Flood Drainage Improvements Project in the amount of $1,645,863.50.

**Background:**

Bids were requested and received for Pct. No. 4 – Trenton Drain Flood Drainage Improvements project. Mr. Raul Sesin P.E. for the Hidalgo County prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Dept. on September 7, 2011. After review, the project engineer recommended O.G. Construction, Co., L.L.C as the lowest of the two (2) bidders. Please see attached engineers recommendation letter and a copy of bid tabulations. Only portions of the Base Bid and Alternate No. 7 will be utilized. Please see attachments for the breakdown.

Contractor: O.G. Construction, Co., L.L.C
Contract amount: $ 1,645,863.50
Funds available: $ 1,701,633.99

Deputy Director: _____ Finance: _____

**Please initial for approval:**
**Legal Counsel** _____ **Budget** _____ **Human Resources** _____
Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:_____
Account Code: _____ Impact on Future Budget: Yes _____ No _____
**Comments:**

APPROVED Co. Comm. Ct.
DATE 10-11-11

**Action taken by Commissioner's Court:**

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

# EXHIBIT A

| O.G. CONSTRUCTION COMPANY, LLC |
|---|
| 4021 North Closner Blvd. |
| Edinburg, Texas 78541 |
| Phone: 956-292-0008 / Fax: 956-292-0896 |

## IRREVOCABLE DIRECTIVE OF DRAW PROCEEDS

Insurors Indemnity Company ("Surety"), Contract Surety for O.G. CONSTRUCTION COMPANY, LLC, ("CONTRACTOR"), has required CONTRACTOR as a condition precedent to issuing its Payment and Performance bonds for the construction of a project known as: **Precinct No. 4 - Trenton Drain Flood Drainage Improvements Project, Contract No. DRS010068**, to employ the services of a disbursement agent, Aacon, Inc. Aacon, Inc. is to be employed directly by CONTRACTOR and Aacon, Inc. is in no way a party to the agreement between the **Hidalgo County, Texas, Precinct #4** ("Owner") and CONTRACTOR.

The Disbursement Agreement between CONTRACTOR and Aacon, Inc. requires that the CONTRACTOR shall assign, per Article 9 of the Uniform Commercial Code and Chapter 9 of the Texas Business and Commerce Code, the Contract Proceeds only for the Project to Aacon, Inc. and the Owner shall direct or shall cause all contract funds, including, but not limited to retainage, interest, change orders, modifications or claim proceeds, if any, to be deposited into a Project Specific Disbursement Account that has been established by Aacon, Inc. for CONTRACTOR. **The Owner signing herein below irrevocably certifies that all payments made to CONTRACTOR for the construction described above shall be posted in the U.S. Mail, delivered by overnight mail, or hand delivered to:**

**O.G. CONSTRUCTION COMPANY, LLC**
**C/O Aacon, Inc.**
**624 West University Dr., PMB #238**
**Denton, TX 76201-1889**

Or wire transferred directly to the Project Specific Disbursement Account as follows:

**Aacon, Inc., Disbursement Agent for O.G. CONSTRUCTION COMPANY, LLC**
**Account No. 976638866, JP MORGAN CHASE BANK.**
**ABA Routing No. 111000614, JP Morgan Chase Bank, N.A., Branch #00435**
**1200 West University Drive**
**Denton, Texas 76201**

Aacon, Inc. has the right to change the address to which the funds are to be mailed, or to change the bank and/or account number to which the funds are to be deposited.

**This certification is irrevocable by the Owner and can only be changed by written directive of CONTRACTOR with the written consent of the Chief Executive Officer or President of the Surety.**

| O.G. CONSTRUCTION COMPANY, LLC: | HIDALGO COUNTY, TEXAS, PRECINCT #4: |
|---|---|
| Signed: | Signed: Date: |
| By/Title: Omar Garcia, Member & President | Print: |
| | Its: |
| | Phone/Fax: |
| | Email: |

Aacon, Inc. All Rights Reserved - 01/02/09

# EXHIBIT A

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|---|
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| O.G. CONSTRUCTION COMPANY, LLC: | HIDALGO COUNTY, TEXAS, PRECINCT #4: |
|---|---|
| Signed: | Signed: Date: |
| By/Title: Omar Garcia, Member & President | Print: |
| | Its: |
| | Phone/Fax: |
| | Email: |

Aacon, Inc. All Rights Reserved - 01/02/09

# EXHIBIT A

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|---|
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| O.G. CONSTRUCTION COMPANY, LLC: | HIDALGO COUNTY, TEXAS, PRECINCT #4: |
|---|---|
| Signed: | Signed: Date: |
| By/Title: Omar Garcia, Member & President | Print: |
| | Its: |
| | Phone/Fax: |
| | Email: |

Aacon, Inc. All Rights Reserved - 01/02/09

**AI-29800** **12. B.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Urban County (1288):

1. Approval to delete the following vacant full-time positions:

| Pgm | Slot No. | Position Title | Grade |
|---|---|---|---|
| CDBG (250-001) | 0016 | Accountant II | 10 |
| CDBG (250-001) | 0018 | Administrative Assistant III | 08 |
| CDBG (250-001) | 0020 | Clerk III | 05 |

2. Approval to create the following full-time positions:

| Pgm | Slot No. | Position Title | Grade |
|---|---|---|---|
| CDBG (250-001) | 0028 | Executive Assistant I | 11 |
| CDBG (250-001) | 0029 | Accounts Payable Specialist III | 10 |
| CDBG (250-001) | 0030 | Administrative Assistant II | 06 |

3. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1288-463-00-250-00X-6-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

See attached fiscal notes for Budgetary Impact.

## Attachments

Fiscal Note

Revised salary schedule

job descriptions

PARS

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Sylvia Solis (Originator) | Sylvia Solis | 11/30/2011 04:50 PM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 08:00 AM |
| Rosalinda Cantu | Rosie Cantu | 12/01/2011 04:53 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Sylvia Solis Started On: 11/21/2011 10:27 AM

Final Approval Date: 12/02/2011

# Hidalgo County
## Department of Budget & Management
## FISCAL NOTE

*•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.*

**Agenda Item:** 29800

**To:** Commissioner' Court
**From:** Sergio Cruz, Budget Officer
**CC Date:** Tuesday, December 06, 2011

**Summary of request/proposal:**
**URBAN COUNTY - CDBG (1288):**
**Approval to delete and/or create the following positions:**

| | | | | Current | | | Proposed | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Fund | Position Title | Slot# | Obj | G | S | Salary | G | S | Salary | Total Requested |
| 1288 | ACCOUNANT II | 0016 | 113 | 10 | 5 | 42,305.00 | | | | (42,305.00) |
| 1288 | ADMINISTRATIVE ASST. III | 0018 | 113 | 8 | 3 | 34,043.00 | | | | (34,043.00) |
| 1288 | CLERK III | 0020 | 113 | 5 | 2 | 26,140.00 | | | | (26,140.00) |
| 1288 | EXECUTIVE ASSISTANT I | 0028 | 113 | | | | 11 | 1 | 40,078.00 | 40,078.00 |
| 1288 | ACCTS PAYABLE SPECIALIST III | 0029 | 113 | | | | 10 | 1 | 37,109.00 | 37,109.00 |
| 1288 | ADMINISTRATIVE ASST. II | 0030 | 113 | | | | 6 | 1 | 27,276.00 | 27,276.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | 102,488.00 | | | 104,463.00 | 1,975.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) | AMOUNT |
|---|---|---|---|
| 1-1288-463-00-250-001-6- | 113 | URB. CO. CDBG - REG F/T EMPLOYEES | $144.33 |
| 1-1288-463-00-250-001-6- | 211 | URB. CO. CDBG - HEALTH INSURANCE | $0.00 |
| 1-1288-463-00-250-001-6- | 212 | URB. CO. CDBG - LIFE INSURANCE | $0.00 |
| 1-1288-463-00-250-001-6- | 220 | URB. CO. CDBG - FICA | $11.04 |
| 1-1288-463-00-250-001-6- | 230 | URB. CO. CDBG - RETIREMENT | $13.86 |
| 1-1288-463-00-250-001-6- | 250 | URB. CO. CDBG - UNEMPLOYMENT COMP | $0.72 |
| 1-1288-463-00-250-001-6- | 260 | URB. CO. CDBG - WORKER'S COMP | $0.00 |
| | | | |
| | | 2011 BUDGETARY IMPACT: | $169.95 |

**2012 Budgetary Impact:** $2,325.57

**Possible Funding Sources:** URBAN CO. CDBG FUNDS

**Comments:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1288-463-00-250-001-6**

**AI - 29800**

**URBAN COUNTY - CDBG**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 112 | DIRECTOR | | | | $106,498.00 | $106,498.00 | $480.00 | $0.00 | $0.00 | $8,000.00 | $0.00 | $114,978.00 |
| 0004 | 113 | DEPUTY DIRECTOR | 19 | 1 | $74,182.00 | $55,636.00 | $55,636.00 | $660.00 | $0.00 | $0.00 | $3,600.00 | $0.00 | $59,896.00 |
| 0006 | 113 | MONITOR II | 12 | 4 | $47,829.00 | $47,829.00 | $48,250.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49,270.00 |
| 0007 | 113 | COMPLIANCE MONITOR | 13 | 2 | $48,383.00 | $48,383.00 | $48,383.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48,743.00 |
| 0008 | 113 | ACCOUNTANT IV | 14 | 1 | $50,487.00 | $50,487.00 | $50,487.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $51,207.00 |
| 0010 | 113 | UCP COORDINATOR I | 10 | 1 | $37,109.00 | $37,109.00 | $37,109.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,469.00 |
| 0011 | 113 | UCP COORDINATOR I | 10 | 1 | $37,109.00 | $37,109.00 | $37,109.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,109.00 |
| 0012 | 113 | MONITOR I | 10 | 1 | $37,109.00 | $37,109.00 | $37,109.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,409.00 |
| 0013 | 113 | MONITOR I | 10 | 0 | $35,254.00 | $35,254.00 | $35,254.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,254.00 |
| 0014 | 113 | UCP COORDINATOR II | 12 | 1 | $43,284.00 | $43,284.00 | $43,284.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,764.00 |
| 0015 | 113 | HR COORDINATOR II | 11 | 5 | $45,690.00 | $45,690.00 | $45,690.00 | $1,440.00 | $0.00 | $0.00 | $0.00 | $0.00 | $47,130.00 |
| ~~0016~~ | ~~113~~ | **DELETE THE FOLLOWING:** ~~ACCOUNTANT II~~ | ~~10~~ | ~~5~~ | ~~$42,305.00~~ | ~~$42,305.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| ~~0018~~ | ~~113~~ | **DELETE THE FOLLOWING:** ~~ADMINISTRATIVE ASSISTANT III~~ | ~~8~~ | ~~3~~ | ~~$34,043.00~~ | ~~$34,043.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| 0019 | 113 | ACCOUNTING CLERK I | 6 | 3 | $29,186.00 | $29,186.00 | $29,186.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,186.00 |
| ~~0020~~ | ~~113~~ | **DELETE THE FOLLOWING:** ~~CLERK III~~ | ~~5~~ | ~~2~~ | ~~$26,140.00~~ | ~~$26,140.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| 0021 | 114 | CUSTODIAN I | 1 | 5 | $21,164.00 | $10,529.00 | $10,529.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $10,529.00 |
| 0022 | 113 | UCP COORDINATOR I | 10 | 1 | $37,109.00 | $37,109.00 | $37,109.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,109.00 |
| 0023 | 113 | CLERK III | 5 | 1 | $25,256.00 | $25,256.00 | $25,256.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,256.00 |
| 0024 | 113 | CLERK II | 3 | 1 | $21,653.00 | $21,653.00 | $21,653.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $21,653.00 |
| 0025 | 113 | DIVISION DIRECTOR- UCP FINANCE | 17 | 1 | $63,599.00 | $63,599.00 | $63,599.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $64,259.00 |
| 0026 | 113 | UCP COORDINATOR II | 12 | 1 | $43,284.00 | $43,284.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0027 | 113 | UCP COORDINATOR I | 10 | 0 | $35,254.00 | $35,254.00 | $35,254.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,254.00 |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1288-463-00-250-001-6**

**AI - 29800**

**URBAN COUNTY - CDBG**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| | | **CREATE THE FOLLOWING:** | | | | | | | | | | | |
| 0028 | 113 | EXECUTIVE ASSISTANT I | 11 | 1 | $40,078.00 | $40,078.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0029 | 113 | ACCOUNTS PAYABLE SPECIALIST III | 10 | 1 | $37,109.00 | $37,109.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0030 | 113 | ADMINISTRATIVE ASSISTANT II | 6 | 1 | $27,276.00 | $27,276.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | $837,404.00 | $808,223.00 | $767,395.00 | $6,480.00 | $0.00 | $0.00 | $11,600.00 | $0.00 | $785,475.00 |

**Approval to delete and/or create the above highlighted positions.**

# ACCOUNTANT II

**GRADE: 10**

## GENERAL DESCRIPTION

Employee performs routine accounting work. Work involves maintaining, preparing, posting, and balancing financial statements, records, documents, or reports. Employee may specialize in some phase of accounting work such as federal funds accounting, property and equipment control, cost, payroll, budgeting, or bond servicing. Employee works under moderate supervision with limited latitude for the use of initiative and independent judgment and may train others.

## EXAMPLES OF WORK PERFORMED

Prepares financial statements with schedules and exhibits

Prepares special reports on payroll, estimates, cost data, and budget items

Prepares and posts various vouchers and audits them for accuracy

Audits accounting or control records for accuracy and conformance to established standards and procedures.

Researches reconciliation discrepancies and reports findings

Recommends improvements, adaptations, or revisions to the accounting system and accompanying procedures

Provides technical assistance to staff in handling accounting transactions

May serve as a consultant on accounting matters to administrative, supervisory, or technical staff, and assists agency administrators in applying financial data to the resolution of administrative or operating problems

May work with state and federal grants

May monitor clerical work in progress and audit completed work for accuracy

May train others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

One to two (1-2) years experience in governmental or commercial accounting; Graduation from an accredited four year college or university with a Bachelors in Business Administration preferably in Accounting or Finance, with 9 hours in accounting.

### Knowledge, Skills, and Abilities

Knowledge of generally accepted accounting principles and procedures affecting maintenance of accounting records and of automated accounting systems

Ability to supervise the work of others; to interpret and apply accounting theory; to work accurately with numerical detail; to analyze, consolidate, and interpret accounting data, and to train others

Knowledge in MS Word, Excel and 10-key calculator

Knowledge in Uniform Grants Management Standards (UGMS) preferably

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

# ADMINISTRATIVE ASSISTANT III

**GRADE: 08**

## GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

### Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

# CLERK III

**GRADE: 05**

## GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Experience and education may be substituted for one another.

### Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

### Registration, Certification, or Licensure

May require a valid driver's license

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

# EXECUTIVE ASSISTANT I

**GRADE: 11**

## GENERAL DESCRIPTION

Performs advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high-level administrative operations of the County or department. May assign and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Develops administrative procedures, standards, and methods

Prepares technical aspects of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the County

Provides technical administrative assistance to the County executive

Assists in planning, preparing, or overseeing the preparation of reports

May assist the executive with general human resource management actions

May assist in budget preparation

May assign and/or supervise the work of others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

One (1) year related experience. Graduation from an accredited four-year college or university with major course work in business administration or a related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

**Knowledge, Skills, and Abilities**

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

# ACCOUNTS PAYABLE SPECIALIST III

**GRADE: 10**

## GENERAL DESCRIPTION

Performs mid level accounts payable work. Work involves processing of county invoices and payment in a timely manner. Communicate with county departments regarding purchase orders, invoices and payments. Work may involve grants or Capital Improvement projects with the County. Answer inquiries from departments regarding account balances and encumbrances. Will scan, stamp, and file all documentation regarding payments. May train and/or oversee other staff.

## EXAMPLES OF WORK PERFORMED

Alerts departments of discrepancies with purchase orders and invoicing

Verifies account balances for deficiencies

Advises department regarding procedures for processing of payments

Submits journal entries for corrections or adjustments to accounts

Examines claims for validity and completeness prior to invoice entry

Maintains manual and automated batch log to ensure appropriate release of checks

Processes void and manual checks

May work with grant related or special revenue payment processing with categorical threshold limits

May review and process Capital Improvement payments with special revenue funds

Interacts with County departments regarding vendor data or policies

May research historical payments for other departments requesting information

Performs all other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Graduation from a standard high school or equivalent; Business Technical training preferred. Two to three (2-3) years experience in accounts payable in a governmental or commercial setting.

## Knowledge, Skills, and Abilities

General accounting knowledge

Good verbal and written communication

10 key calculator

Knowledge of MS Word and Excel

Understand record keeping techniques

Able to utilize all office equipment

## Registration, Certification, or Licensure

May require a valid driver's license

# ADMINISTRATIVE ASSISTANT II

**GRADE: 06**

## GENERAL DESCRIPTION

Employee performs routine administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under moderate supervision with limited latitude for the use of initiative and independent judgment and may train others.

## EXAMPLES OF WORK PERFORMED

Prepares and disseminates information concerning agency programs and services

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries and interprets rules, regulations, policies, and procedures

Assists in the development of administrative or technical assistance policies and procedures

Assists in planning meetings and conferences

May assist in researching, composing, designing, or editing agency publications

May review and route mail

May train others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

One to two (1-2) years of experience in administrative support work in a governmental setting; Graduation from a standard senior high school or equivalent and a certification of completion from vocational training is generally preferred.

### Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to implement administrative procedures; to interpret rules, regulations, policies, and procedures; to communicate effectively; and to train others

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) DATE: 11/21/2011

CURRENT POSITION TITLE: ACCOUNTANT II CURRENT SLOT #: 0016

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: (Grade 10/ Step 5)

| $ 42,305.00 | $ 0.00 | $ (42,305.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate *2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

DELETING THIS POSITION WILL BETTER SERVE THE NEEDS OF URBAN COUNTY PROGRAM.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 11/21/11 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | HUMAN RESOURCES DIRECTOR | 12/1/2011 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 11/30/11 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) DATE: 11/21/2011

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT III CURRENT SLOT #: 0018

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: (Grade 8/ Step 3)

| $ 34,043.00 | $ 0.00 | $ (34,043.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☒ | Non-Exempt | ☒ |
| N/A | ☐ | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

Deletion of this position will better serve the needs of the Urban County Program

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 11/21/11 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] YES | [ ] NO |
| 2. | HUMAN RESOURCES DIRECTOR | 12/1/2011 Date | PERSONNEL PROCEDURES COMPLETED | [✓] YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 11/30/11 Date | BUDGET PROCEDURES COMPLETED | [✓] YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) DATE: 11/21/2011

CURRENT POSITION TITLE: CLERK III CURRENT SLOT #: 0020

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: (Grade 5/ Step 2)

| $ 26,140.00 | $ 0.00 | $ (26,140.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate *2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

Deletion of this position will better serve the needs of the UCP

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 11/30/11 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] YES | [ ] NO |
| 2. | HUMAN RESOURCES DIRECTOR | 12/1/2011 Date | PERSONNEL PROCEDURES COMPLETED | [✓] YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 11/30/11 Date | BUDGET PROCEDURES COMPLETED | [✓] YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) DATE: 11/21/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0028

REQUESTED POSITION TITLE: EXECUTIVE ASSISTANT I

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: (Grade 11/ Step 1)

$ 0.00 Current G&S/ Budgeted Salary $ 40,078.00 Proposed G&S/ Budgeted Salary $ 40,078.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

Creation of this position will better serve the needs of the Urban County Program

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 11/21/11 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | HUMAN RESOURCES DIRECTOR | 12/1/2011 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 11/30/11 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) DATE: 11/21/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0029

REQUESTED POSITION TITLE: ACCOUNTS PAYABLE SPECIALIST III

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: (Grade 10/ Step 1)

$ 0.00 Current G&S/ Budgeted Salary $ 37,109.00 Proposed G&S/ Budgeted Salary $ 37,109.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate *2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

CREATING THIS POSITION WILL BETTER SERVE THE NEEDS OF URBAN COUNTY.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | HUMAN RESOURCES DIRECTOR | Date 12/1/2011 | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date 11/30/11 | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY - CDBG (250-001) DATE: 11/21/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0030

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT II

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: (Grade 6/ Step 1)

$ 0.00 Current G&S/ Budgeted Salary $ 27,276.00 Proposed G&S/ Budgeted Salary $ 27,276.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate *2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

Creation of this position will better serve the Needs of the Urban County Program

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 11/21/11 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] YES | [ ] NO | |
| 2. | HUMAN RESOURCES DIRECTOR | 12/1/2011 Date | PERSONNEL PROCEDURES COMPLETED | [✓] YES | [ ] NO | |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 11/30/11 Date | BUDGET PROCEDURES COMPLETED | [✓] YES | [ ] NO | |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

**AI-29916** **12. C.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Carlos Jasso **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Acceptance and approval of Work Authorization No.4 on a testing contract approved by Precinct No.4 with L&G Consulting Engineers Inc. dba L&G Engineering (agreement C-11-062-04-12) to provide material testing services for the project known as the Trenton Drain. Estimated cost is $8,566.87. The work authorization will be funded through the Texas General Land Office Contract No. 10-5066-000-5043 (formerly TDRA Contract No. DRS 010068).

### BACKGROUND

The acceptance and approval of Work Authorization No.4 for material testing services for the Trenton Drain Project will include approximately two (2) miles of ditch excavation in Precinct No. 4 for flood drainage improvements. The drain will alleviate the flooding conditions in the surrounding areas of the project location.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Texas General Land Office funds will be utilized for the material testing services at the Trenton Drain.

## Attachments

Work Authorization Pct 4

WA#4

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 01:43 PM |
| Perla Lopez | Perla Lopez | 12/01/2011 11:30 AM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Mary Flores Started On: 11/30/2011 01:25 PM

Final Approval Date: 12/02/2011

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**PROFESSIONAL SERVICES AGREEMENT**
**C-11-062-04-12**

**THIS AGREEMENT** is made effective the **12th** day of **April, 2011** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 4** and **L & G Engineering Laboratory, LLC** of Mercedes, a Texas Corporation ("Laboratory").

**WITNESSETH:**

**WHEREAS**, the County is vested with the responsibility of providing **"Construction Materials Testing"** for **"Hidalgo County Precinct No. 4 Projects" (on an as needed basis)** (the "Services");

**WHEREAS**, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

**WHEREAS**, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

**2. Term.** This Agreement is for a period of **one (1) year**, effective **April 12, 2011**, and will expire **April 11, 2012** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

**3. Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

**4. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

**5. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to

reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**6. Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**7. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**8. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

**9. Progress and Coordination.** The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**10. Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. **Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. **Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. **Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

**17. Termination by County.** If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

**18. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**19. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

**20. Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**21. Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**22. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

**23. Notices.** Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: L & G Engineering Laboratory, LLC
Attn: Mr. Jacinto Garza, P.E./President
2100 West Expressway 83
Weslaco, Texas 78570

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

**24. Executions of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**25. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**26. Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

**27. Authority.** The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

**28. Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

**EXECUTED** as of the day and year first written above.

**COUNTY:**
**COUNTY OF HIDALGO, TEXAS**

By: _____
Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5/23/11

**LABORATORY:**
**L & G ENGINEERING LABORATORY LLC**

By: _____

Printed Name Jacinto Garza

Title: President / CEO

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

***Approved by Commissioners' Court on:*** ***April 12, 2011.***

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be provided by the County |
| **EXHIBIT B** | -Scope of Services to be provided by the Laboratory |
| **EXHIBIT C** | -Laboratory's Rates |
| **EXHIBIT D** | -Work Authorization Form |
| **EXHIBIT E** | -Supplemental Agreement Form |
| **EXHIBIT F** | -Certificates of Insurance |

# EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet

# EXHIBIT A

-Scope of Services to be Provided by the County

# EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

**General:**

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

# EXHIBIT B

-Scope of Services to be
Provided by the Laboratory

## EXHIBIT "B"
## Scope of Services

***PROJECT:*** Professional "Construction Material Testing" Laboratory Services for: "All Projects in General" (on an as needed basis) within Hidalgo County Precinct No. 4

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **Hidalgo County Precinct No. 4** with **Professional Construction Material Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Construction Materials Testing Services***

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Precinct No. 4** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 4.**
- Provide accurate and timely reports to **Hidalgo County Precinct No. 4** and all/other recipients as designated by the Precinct.

**Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

**Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **Hidalgo County Precinct No. 4** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

# EXHIBIT C

-Laboratory's Contract Rates

# EXHIBIT "C"
# L&G ENGINEERING LABORATORY, L.L.C.
# LABORATORY RATES FOR FY 2011-2012

## Soils Testing

| | | FY 2011 | FY 2012 |
|---|---|---|---|
| Moisture Content Determination | ASTM D2216 - Tex-103-E | $9.95/Ea. | $10.10/Ea. |
| Determination of Liquid Limit of Soils | Tex-104-E | $50.09/Ea. | $50.84/Ea. |
| Determination of Plastic Limit of Soils | Tex-105-E | $50.09/Ea. | $50.84/Ea. |
| Atterberg Limits of Soils | ASTM D 4318 - Tex-106-E | $75.05/Ea. | $76.18/Ea. |
| Bar Linear Shrinkage of Soils | Tex-107-E | $62.63/Ea. | $63.57/Ea. |
| Material Finer #200 Sieve | ASTM D 1140 -Tex-111-E | $62.63/Ea. | $63.57/Ea. |
| Lime Series Testing | Tex-112-E | $505.93Ea. | $513.52/Ea. |
| Moisture-Density Relationship (TxDOT) | Tex-113-E / Tex-114-E | $200.31/Ea | $203.31/Ea. |
| Standard Proctor | ASTM D 698 | $193.92/Ea. | $196.83/Ea. |
| Modified Proctor | ASTM D 1557 | $200.25/Ea. | $203.25/Ea. |
| Field Density Test (Nuclear) | ASTM D 2950 - Tex-115-E | $22.53/Ea. | $22.87/Ea. |
| Determination of Soil pH | Tex-128-E | $81.40/Ea. | $82.62/Ea. |
| Soil-Lime Testing | Tex-121-E | $150.22/Ea. | $152.47/Ea. |
| Resistivity of Soils | Tex-129-E | $91.05/Ea. | $92.42/Ea. |
| Sieve Analysis (Dry)(4 Sieves) | ASTM C 136 - Tex-200-F | $56.28/Ea. | $57.12/Ea. |
| Sieve Analysis (Washed)(4 Sieve) | ASTM C 136 - Tex-200-F | $68.77/Ea. | $69.80/Ea. |
| Sieve Analysis (Additional Sieves) | ASTM C 136 - Tex-200-F | $12.54/Ea. | $12.73/Ea. |
| Texas Wet Ball Mill (Base Material Quality) | Tex-116-E | $219.09/Ea. | $222.38/Ea. |

## Coarse & Fine Aggregate Quality Testing

| | | | |
|---|---|---|---|
| Decantation Test (Conc. Aggr.) | ASTM C117 - Tex-406-A | $43.80/Ea. | $44.46/Ea. |
| Specific Gravity/Absorp. (Conc. Aggr) | ASTM C127 - Tex-403-A | $68.77/Ea. | $69.80/Ea. |
| 5 Cycle Magnesium Soundness | ASTM C88 - Tex-411-A | $531.91/Ea. | $539.89/Ea. |
| SSD Unit Weight of Aggregates | ASTM C29 - Tex-404-A | $62.63/Ea. | $63.57/Ea. |
| Percent Voids/Solids in Conc. Aggr. | Tex-405-A | $12.48/Ea. | $12.67/Ea. |
| ***(In Conjunction w/ SSD Unit Wt of Aggregates)** | | | |
| Sand Equivalent | ASTM D 2419 - Tex-203-F | $68.77/Ea. | $69.80/Ea. |
| Specific Gravity / Absorption (Fine Aggr.) | ASTM C 128 - Tex -403-A | $75.06/Ea. | $76.19/Ea. |
| Organic Impurities in Fine Aggregate | ASTM C 87 - Tex -408-A | $43.80/Ea. | $44.46/Ea. |
| Fineness Modulus of Fine Aggregate | Tex-402-A | $15.02/Ea. | $15.25/Ea. |
| Acid Insoluble of Fine Aggregate | Tex-612-J | $81.40/Ea. | $82.62/Ea. |

## Concrete/Masonry Field & Laboratory Testing

| | | | |
|---|---|---|---|
| Slump Test | ASTM C 143 - Tex-415-A | **$no charge** | **$no charge** |
| Air Content (Pressure Method) | ASTM C 138 - Tex-416-A | $22.48/Ea. | $22.82/Ea. |
| Air Content (Volumetric) | ASTM C 173 | $25.02/Ea. | $25.40/Ea. |
| Casting of Concrete Cylinders | ASTM C 31 | **$no charge** | **$no charge** |
| Compressive Strength of Cyl. Specimen | ASTM C 39 - Tex-418-A | $15.07/Ea. | $15.22/Ea. |
| Cylindrical Specimen Prep./Hold/Cure | ASTM C 192 | $11.32/Ea. | $11.49/Ea. |
| Casting of Grout Prisms | ASTM C 1019 | **$no charge** | **$no charge** |
| Grout Prism Prep./Cure/Compressive Strength | ASTM C 39 | $3131./Ea. | $31.78/Ea. |
| Casting of Mortar Cubes | ASTM C 780 | **$no charge** | **$no charge** |
| Mortar Cube Prep./Cure/Compressive Strength | ASTM C 109 | $30.60/Ea. | $31.06/Ea. |
| Masonry Unit Prep. /Compressive Str. (Set of 3) | ASTM C 140 | $218.99/Ea. | $222.27/Ea. |
| Masonry Unit SPG/Abs./Unit Wt. (Set of 3) | ASTM C 140 | $218.99/Ea. | $222.27/Ea. |
| ***(In Conjunction w/ Field Inspection)** | | | |

| Pavement Thickness / Asphalt Quality | | FY 2011 | FY 2012 |
|---|---|---|---|
| Coring – ACP Thickness | ASTM D 3549 | $62.63/Ea. | $63.57/Ea. |
| Pavement Thickness Determination (Full Depth) | ASTM | $83.33/Ea. | $84.58/Ea. |
| Density of Asphaltic Cores (4 or 6 inch) | Tex-207-F | $68.82/Pr. | $69.85/Ea. |
| Extraction/Sieve Analysis/Asphalt Content | Tex-210-F / Tex-200-F | $219.04/Ea. | $222.33Ea. |
| Asphalt Rolling Pattern (Nuclear Method) | Tex-207-F – Part IV | $37.56/Ea. | $38.12/Ea. |
| Eff. Of Water on Asphalt Mixtures (As Rec'd) | Tex-531-C | $81.40/Ea. | $82.62/Ea. |

| Pavement Investigation | FY 2011 | FY 2012 |
|---|---|---|
| Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index | $469.29/Ea. | $476.33/Ea. |

**L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.**

| Personnel: | | | |
|---|---|---|---|
| | Engineer (Principal) | $150.22/Hr. | $152.47/Hr. |
| | Engineering Specialist | $112.61/Hr. | $114.30/Hr. |
| | Technician (Soils) | $45.07/Hr. | $45.75/Hr. |
| | Technician (Concrete) | $57.55/Hr. | $58.41/Hr. |
| | Technician (Asphalt) | $57.55/Hr. | $58.41/Hr. |

| Engineering Review, Evaluation, Management & Administration | FY 2011 | FY 2012 |
|---|---|---|
| Test Report | $22.23/Ea. | $22.56/Ea. |

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

| Expenses: | | | |
|---|---|---|---|
| | Mileage | .49/Mi | .50/Mi. |

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

**^^Fees adjusted approximately 1.5% annually.**

# EXHIBIT D

-Work Authorization Form

# EXHIBIT "D"

## HIDALGO COUNTY

## Professional Construction Material Testing Laboratory Services

## Agreement #C-11-062-04-12

## Work Authorization Form

# WORK AUTHORIZATION NO. ____

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratory's of_____ Texas, hereinafter called "**Laboratory**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _ _-_ _ _-_ _ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.4, Commissioner, Oscar L. Garza, Jr., as to content and detail of this Work Authorization No. ___.

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT No. 4:**

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (approval date)___ as indicated below and effective as of _____ day of _____, 2011.

**THE LABORATORY:**
**L & G ENGINEERING LABORATORY LLC**

_____
By:

**THE OWNER:**
**HIDALGO COUNTY**

_____
By: Ramon Garcia, County Judge

**ATTEST:**

_____
by: Arturo Guajardo Jr., County Clerk

# EXHIBIT E

-Supplemental Agreement Form

# EXHIBIT "E"

**Supplemental Agreement Form**

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

## SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____ _____, Texas, hereinafter called the "**Laboratory**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **2011** concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the Agreement to _____

A. AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

1. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE LABORATORY:**

**BY:**_____

Address for Giving Notices:

_____

_____

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Ramon Garcia, County Judge

**LIST OF ATTACHMENTS**

(as required)

# EXHIBIT F

-Certificates of Insurance

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-11-062-04-12
## Work Authorization Form

# WORK AUTHORIZATION NO. 4

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Flood Drainage Improvements Project Phase I – "Trenton Drain" Construction Project in Hidalgo County Precinct No. Four (4)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$8,566.87**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 4 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. #4.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY:_____ Joseph Palacios HAB

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

**ATTACHMENT "A"**
## Scope of Services (Owner)

***PROJECT:*** **Flood Drainage Improvements Project Phase I – "Trenton Drain" In Hidalgo County Precinct No. Four (4)**

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Flood Drainage Improvements Project Phase I – "Trenton Drain" Construction Project.**

**ATTACHMENT "B"**

# Scope of Services (Engineer)

***PROJECT:*** **Flood Drainage Improvements Project Phase I – "Trenton Drain" In Hidalgo County Precinct No. Four (4)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Construction Materials Testing Services***

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Flood Drainage Improvements Project Phase I – "Trenton Drain" In Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all other recipients as designated by the County.

**Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

**Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

# Work Schedule

*PROJECT:* **Flood Drainage Improvements Project Phase I – "Trenton Drain" In Hidalgo County Precinct No. Four (4)**

*Work Schedule*

**L&G Engineering Laboratory** will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-11-062-04-12.**

**ATTACHMENT "D"**

# Cost Proposal

***PROJECT:*** **Flood Drainage Improvements Project Phase I – "Trenton Drain" In Hidalgo County Precinct No. Four (4)**

**See Attached**

# Attachment "I"
# Hidalgo County Flood Drainage Impvts Project Ph. I - "Trenton Drain"
# Prepared for Hidalgo County Pct No. 4

| | | | | | |
|---|---|---|---|---|---|
| ***Subgrade - Pipe Backfill Testing - Laboratory*** | | | | | |
| Tech Time | 7.5 | Hrs. | $45.75 | $343.13 | |
| Trip Charge | 75 | Mi. | $0.50 | $37.50 | 3 |
| Atterberg | 3 | Ea. | $76.18 | $228.54 | Site Visits |
| Moisture-Density Determ | 3 | Ea. | $196.83 | $590.49 | for |
| Reports | 3 | Ea. | $22.56 | $67.68 | Sample |
| Eng. Spec. | 0.75 | Hrs. | $114.30 | $85.73 | Pickup |
| Engineer | 0.75 | Hrs. | $152.47 | $114.35 | 3 proctors |
| | | | Sub. | $1,467.41 | |
| ***Subgrade - Pipe Backfill Field Density Testing*** | | | | | |
| Tech Time | 16 | Hrs. | $45.75 | $732.00 | |
| Trip Charge | 200 | Mi | $0.50 | $100.00 | 8 visits |
| Comp. Test | 24 | Ea. | $22.87 | $548.88 | to perform |
| Reports | 8 | Ea. | $22.56 | $180.48 | random |
| Eng. Spec. | 2 | Hrs. | $114.30 | $228.60 | field density |
| Engineer | 2 | Hrs. | $152.47 | $304.94 | testing |
| | | | Sub. | $2,094.90 | |
| ***Base Material Testing - Laboratory Testing*** | | | | | |
| Tech Time | 2.5 | Hrs. | $45.75 | $114.38 | |
| Trip Charge | 25 | Mi. | $0.50 | $12.50 | 1 |
| Atterberg | 1 | Ea. | $76.18 | $76.18 | Site Visit |
| Moisture-Density Determ | 1 | Ea. | $196.83 | $196.83 | for |
| Sieve Analysis | 1 | Ea. | $57.12 | $57.12 | |
| Reports | 1 | Ea. | $22.56 | $22.56 | Sample |
| Eng. Spec. | 0.25 | Hrs. | $114.30 | $28.58 | Pickup |
| Engineer | 0.25 | Hrs. | $152.47 | $38.12 | |
| | | | Sub. | $546.26 | |
| ***Base Material - Field Density Testing*** | | | | | |
| Tech Time | 8 | Hrs. | $45.75 | $366.00 | |
| Trip Charge | 100 | Mi | $0.50 | $50.00 | 4 visits |
| Comp. Test | 8 | Ea. | $22.87 | $182.96 | to perform |
| Reports | 4 | Ea. | $22.56 | $90.24 | testing |
| Eng. Spec. | 1 | Hrs. | $114.30 | $114.30 | |
| Engineer | 1 | Hrs. | $152.47 | $152.47 | |
| | | | Sub. | $955.97 | |
| **Concrete Placement - Rip Rap - Misc Concrete Placements** | | | | | |
| Air Content | 4 | Ea. | $22.82 | $91.28 | |
| Cylinder Prep/Hold/Cure | 16 | Ea. | $11.49 | $183.84 | |
| Cylinder Compressive Strength | 16 | Ea. | $15.22 | $243.52 | 4 site |
| Tech Time (Concrete) | 16 | Hr. | $58.41 | $934.56 | visits |
| Report | 12 | Ea. | $22.56 | $270.72 | to perform |
| Trip Charge | 200 | Mi | $0.50 | $100.00 | random |
| Eng. Spec. | 3 | Hrs. | $114.30 | $342.90 | testing |
| Engineer | 3 | Hrs. | $152.47 | $457.41 | |
| | | | Sub. | $2,624.23 | |

| Field and Laboratory Asphalt Testing | | | | | |
|---|---|---|---|---|---|
| Tech Time (Asphalt) | 4 | Ea. | $58.41 | | $233.64 |
| Trip Charge | 50 | Ea. | $0.50 | | $25.00 |
| Comp Test | 4 | Ea. | $22.87 | | $91.48 |
| %AC/Gradation | 1 | Hr. | $222.33 | | $222.33 |
| Reports | 2 | Ea. | $22.56 | | $45.12 |
| Thickness Determination | 2 | Mi | $63.57 | | $127.14 |
| Eng. Spec. | 0.5 | Hrs. | $114.30 | | $57.15 |
| Engineer | 0.5 | Hrs. | $152.47 | | $76.24 |
| | | | | Sub. | $878.10 |

**Estimated Field and Laboratory Testing Fees $8,566.87**

**AI-29924** **12. D.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Ester Gonzalez **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

1. Consideration and approval of a construction contract change order for the General Land Office (GLO) Contract No. 10-5066-000-5043 (formerly TDRA DRS010068), Pct. 1 Delta Outfall Drainage System Improvements Project. The Change Order will decrease the construction contract amount of $916,512.02 to $815,512.80 for a total decrease of $100,999.22 and increase the number of calendar days allotted in the construction service contract currently awarded to Tropical Construction, LLC for one-hundred twenty (120) days. This will bring the total days for the project to one hundred thirty-four (134) days.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO Contract No. 10-5066-000-5043.

### BACKGROUND

The decrease in construction contract price reflects final quantity adjustments. The requested time extension is due to delays associated with the International Boundary and Water Commission (IBWC) and their approval of the sluice gate submittal. Please see attached letter from the project engineer, Dos Logistics, and change order request data.

## Attachments

Change Order

Letter

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 02:49 PM |
| Perla Lopez | Perla Lopez | 12/01/2011 10:39 AM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Mary Flores Started On: 11/30/2011 02:00 PM

Final Approval Date: 12/02/2011

HIDALGO COUNTY

URBAN COUNTY PROGRAM

# UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT.
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596

DATE: November 24, 2011

CHANGE ORDER NO.
1

CONTRACTOR/FIRM
Tropical Construction, LLC
6363 De Zavala, Ste. 107
San Antonio, TX 78249

Phone #: (210) 224-7920

PROJECT/NAME/ACCT. NO.

Pct. 1 Delta Outfall Improvements
Drainage Improvements
6536-91-0309-5000-9100-UCP-EGG

You are hereby requested to comply with the following changes from the contract plans and specifications:

| | | | |
|---|---|---|---|
| X | Final Quantitative Adjustments | | Quantitative Deletion |
| | Unit Prices | X | Time Extension |
| | Quantitative Addition | | Other |

REASON:
The reason of change order was to comply with IBWC and to avoid encroaching private property.
The 14 day time request extension is due to the delay from IBWC in approving the sluice gate submittals.

Contract price prior to change order . . . . . $ 916,512.02

Net Increase/(Decrease) of this Change Order . . . . . $ (100,999.22)

Contract Price with Change Order . . . . . $ 815,512.80

HIDALGO COUNTY

URBAN COUNTY PROGRAM

# UCP CONTRACT CHANGE ORDER REQUEST

Increase/Decrease in time 14 days.

by E.Z. 11/25/11

CITY/RGTnOFFICIAL DATE CONTRACTOR DATE

P.E. 11/28/2011

PROJECT ENGINEER DATE

**(FOR URBAN COUNTY PROGRAM USE ONLY)**

- ☐ Scope Increase
- ☐ Scope Decrease
- ☐ L/M Beneficiary Change/Impact
- ☐ Environmental Impact
- ☐ Quantitative Addition/Deletion
- ☑ Final Quantitative Adjustment
- ☐ Other

- ☑ Approved
- ☐ Disapproved

Title:_____

Signature:_____ Date: _____

DL, INC.
DOS LOGISTICS, INC.

**Corporate Office**

November 28, 2011

Diana Serna
Director
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78539

***Re: Hidalgo County Precinct # 1***
***Delta Outfall System Drainage Improvement Project***
***Project # 6536-94-0309-5200-9000***

Dear Ms. Serna

Please consider this letter as a request for approval of a change order and time extension to complete the above reference project.

The change order is required to comply with International Boundary and Water Commission (IBWC) and to stay inside the drain ditch right-of-way. The fourteen (14) days time extension is due to the delay from IBWC in approving the sluice gate submittal.

As of today we are still awaiting for calculation needed for the sluice gate submittal.

We anticipate that the work on the Delta Outfall System Drainage Improvements Project will be complete by Monday, December 05, 2011. Should you have any questions feel free to call me at 956-968-8800.

Respectfully,

Luis J. Nava, P.E. 11/28/2011
Project Engineer

cc. Mr. Antonio Barco, Hidalgo County Urban County, Deputy Director
Ms. Ester Gonzalez, Hidalgo County Urban County, Program Coordinator

CHANGE ORDER No.1 TABULATION
DELTA AREA OUTFALL DRAINAGE IMPROVEMENTS PROJECT
URBAN COUNTY PROGRAM

| Item Number | Original Plan Quantity | Change Order #1 Quantities | Unit | Item Description | Unit Price | Revised Unit Price | Original Contract Cost | Change in Contract Cost of C.O.#1 | Revised Contract Cost after C.O.#1 |
|---|---|---|---|---|---|---|---|---|---|
| | **ITEMS** | | | | | | | | |
| 1 | 1.00 | 1.00 | LS | Mobilization | $ 59,613.39 | $ 59,613.39 | $ 59,613.39 | 0.00 | 59,613.39 |
| 2 | 6.00 | 6.00 | STA | Prep. Right of Way | $ 2,464.35 | $ 2,464.35 | $ 14,786.10 | 0.00 | 14,786.10 |
| 3 | 4,000.00 | 2,091.00 | SY | Hydromulch Seeding (Perm)(Watering included) | $ 0.84 | $ 0.84 | $ 3,360.00 | (1,603.56) | 1,756.44 |
| 4 | 158.00 | 158.00 | CY | 6" Caliche (New) | $ 66.50 | $ 66.50 | $ 10,507.00 | 0.00 | 10,507.00 |
| 5 | 762.00 | 356.00 | CY | Cement Stabilized Backfill | $ 140.29 | $ 140.29 | $ 106,900.98 | (56,957.74) | 49,943.24 |
| 6 | 3.00 | 3.00 | MO | Barricades, Signs, & Traffic Handling | $ 947.97 | $ 947.97 | $ 2,843.91 | 0.00 | 2,843.91 |
| 7 | 200.00 | 200.00 | LF | Remove and Install Guard Rail | $ 14.50 | $ 14.50 | $ 2,900.00 | 0.00 | 2,900.00 |
| 8 | 4.00 | 4.00 | EA | 4"X7' Steel Bollards (Concrete Filled) | $ 557.63 | $ 557.63 | $ 2,230.52 | 0.00 | 2,230.52 |
| 9 | 78.00 | 78.00 | SY | Construction Exits (TY 2)(Install)(Remove) | $ 10.04 | $ 10.04 | $ 783.12 | 0.00 | 783.12 |
| 10 | 6,234.00 | 4,754.00 | SY | Embankment | $ 5.58 | $ 5.58 | $ 34,785.72 | (8,258.40) | 26,527.32 |
| 11 | 460.00 | 414.00 | LF | Temp. Sediment Control Fence | $ 2.23 | $ 2.23 | $ 1,025.80 | (102.58) | 923.22 |
| 12 | 7,175.00 | 4,113.00 | CY | Channel Excavation | $ 8.82 | $ 8.82 | $ 63,283.50 | (27,006.84) | 36,276.66 |
| 13 | 127.00 | 127.00 | LF | Trench Excavation Protection | $ 27.88 | $ 27.88 | $ 3,540.76 | 0.00 | 3,540.76 |
| 14 | 266.00 | 290.00 | CY | Concrete Riprap (CL "A") | $ 214.80 | $ 214.80 | $ 57,136.80 | 5,155.20 | 62,292.00 |
| 15 | 254.00 | 254.00 | LF | 10'X10' Dual Concrete Box (Cast in Place) | $ 801.48 | $ 801.48 | $ 203,575.92 | 0.00 | 203,575.92 |
| 16 | 2.00 | 2.00 | EA | Concrete Headwall w/ Wingwalls | $ 6,407.22 | $ 6,407.22 | $ 12,814.44 | 0.00 | 12,814.44 |
| 17 | 2.00 | 2.00 | EA | Concrete Collar | $ 2,964.53 | $ 2,964.53 | $ 5,929.06 | 0.00 | 5,929.06 |
| 18 | 1.00 | 1.00 | EA | Construct Gatewell Struc. w/ Sluice Gate, Hatch, Latter & apparatus | $ 215,552.56 | $ 215,552.56 | $ 215,552.56 | 0.00 | 215,552.56 |
| 19 | 80.00 | 50.00 | LF | 18" Steel Pipe Sch 40 w/ Manifolds & fittings | $ 407.51 | $ 407.51 | $ 32,600.80 | (12,225.30) | 20,375.50 |
| 20 | 50.00 | 50.00 | LF | 12" Steel Pipe Sch 40 w/ fittings & suction | $ 410.19 | $ 410.19 | $ 20,509.50 | 0.00 | 20,509.50 |
| 21 | 2.00 | 2.00 | EA | 12" Diesel Pump | $ 30,916.07 | $ 30,916.07 | $ 61,832.14 | 0.00 | 61,832.14 |
| | | | | | | | | | |
| | | | | | **Total Project:** | | **$ 916,512.02** | **$ (100,999.22)** | **$ 815,512.80** |

| NO. | DESCRIPTION |
|---|---|
| GENERAL | |
| 1 | COVER SHEET |
| 2 | INDEX SHEET, NOTES, ESTIMATED QUANTITIES SUMMARY/DRAWING LEGEND |
| 3 | PROJECT CONTROL LAYOUT |
| 3A | DRAINAGE AREA LAYOUT |
| 4 | NORTH LEVEE CROSSING |
| 4A | PUMP SYSTEM INTAKE DETAIL |
| 5 | CROSS SECTIONS |
| 6 | CONC. RIP-RAP, CALICHE, & EMBANKMENT IMPROVEMENT LAYOUT |
| 7 | PROPOSED CALICHE DRIVE & CHANNEL WIDENING DIMENSION PLAN |
| 8 | TYPICAL DETAILS |
| 9 | TYPICAL STORM SEWER BEDDING DETAILS |
| 10 | TYPICAL STRUCTURE DETAILS (1 OF 2) |
| 11 | TYPICAL STRUCTURE DETAILS (2 OF 2) |
| 12 | SLUICE GATE SERIES 501 (SELF-CONTAINED RISING STEM) |
| 13 | -MC-10-16 MULTIPLE BOX CULVERTS CAST-IN-PLACE 10'-0" SPAN 2' TO 16' FILL |
| 14 | -FW-0 CONCRETE WINGWALLS WITH FLARED WINGS FOR 0° SKEW BOX CULVERTS |
| 15 | TRAFFIC CONTROL LAYOUT |
| 16-27 | -BC(1-12)-07 |
| 28 | -TCP NOTES-98 |
| 29 | -RS-TCP-05 |
| 30 | -SW3P |
| 31 | -EC(1)-93 |
| 32 | -EC(3)-93 |

NOTE:
SHEET 13 & 14; 16-32 ARE TxDOT STANDARDS SHEETS AND ARE INCORPORATED AND HAVE BEEN SELECTED AS BEING APPLICABLE TO THIS PROJECT AS REFERENCED.

## ESTIMATED QUANTITIES SUMMARY - TOTALS

| ITEM | DESCRIPTION | UNIT | QUANTITY | |
|---|---|---|---|---|
| | CHANNEL CROSSING IMPROVEMENTS - DELTA AREA OUTFALL | | | |
| | DRAINAGE STRUCTURE | | | |
| 132 | EMBANKMENT | CY. | 4754 | ⚠ |
| 164 | HYDROMULCH SEEDING (PERM) (WATERING INCLUDED) | SY. | 2091 | ⚠ |
| 247 | 6" CALICHE (NEW) | CY. | 158 | |
| 400 | STRUCTURE EXCAVATION | LF. | 254 | |
| 400 | CEMENT STABILIZED BACKFILL | CY. | 356 | ⚠ |
| 402 | TRENCH EXCAVATION PROTECTION | LF. | 127 | |
| 432 | CONC. RIP-RAP (TYPE "A") | CY. | 290 | ⚠ |
| 462 | 10'x10' DUAL CONC. BOX (CAST IN PLACE) | LF. | 254 | |
| 466 | CONC. HEADWALL w/WINGS | EA. | 2 | |
| 502 | BARRICADES, SIGNS, AND TRAFFIC HANDLING | MO. | 3 | |
| 540 | REMOVE & REPLACE METAL BEAM GUARD FENCE | LF. | 200 | |
| 760 | CHANNEL EXCAVATION | CY. | 4113 | ⚠ |
| | CONC. COLLAR (CAST IN PLACE) | EA. | 2 | |
| | CONSTRUCT GATEWELL STRUCTURE w/SLUICE GATE(2), LATCH, LADDER, & APPARATUS(CAST IN PLACE) | EA. | 1 | |
| | 12" STEEL PIPE SCH. 40 PAINTED(OIL BASE)(w/SUCTION END CUP & FITTINGS) | LF. | 50 | |
| | 18" STEEL PIPE SCH. 40 PAINTED(OIL BASE)(w/MANIFOLD, CHECK VALVE, & FITTINGS) | LF. | 50 | ⚠ |
| | 4"x7' STEEL BOLLARD w/CONC. FILLED | EA. | 4 | |
| | CONSTRUCTION EXITS (TY.2) (INSTALL & REMOVE) | SY. | 78 | |
| | TEMP. SEDIMENT CONTROL FENCE | LF. | 414 | ⚠ |
| | 12" DIESEL PUMP | EA. | 2 | |
| | | | | |

*FOR CONTRACTORS INFORMATION ONLY

STATE OF TEXAS
LUIS J. NAVA
94121
LICENSED
PROFESSIONAL ENGINEER

SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY LUIS J. NAVA, P.E., 94121
DATE: 11/5/2011

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

### 1. UTILITIES AND STORM SEWER

A. ALL ABANDONED PIPES (OLD WATERLINES, DITCH CULVERTS, SHALLOW UTILITY SERVICES) WITHIN PROJECT LIMITS SHALL BE REMOVED AND PROPERLY DISPOSED OF. THIS APPLIES TO ALL ABANDONED PIPES THAT ARE WITHIN ONE FOOT OF SUBGRADE AND DITCH CULVERTS AND WHICH INTERFERE WITH THE PROPOSED WORK.

B. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT EXISTING UTILITIES. ALL PIPES, UTILITIES, OR OTHER FACILITIES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE COUNTY'S SATISFACTION, WITH NO SEPARATE PAYMENT.

C. ALL OPEN EXCAVATION SHALL BE ENCLOSED WITH ORANGE SAFETY FENCE AND PAYMENT.

D. CONTACT ALL UTILITY PROVIDERS/OWNER PRIOR TO CONSTRUCTION.

E. AFTER COMPLETION OF DRAINAGE IMPROVEMENTS PROJECT CONTRACTOR SHALL HYDRO JET CLEAN EXISTING PIPE CULVERTS THROUGHOUT PROJECT LIMITS.

### 2. MISCELLANEOUS

A. CONTRACTOR TO MAINTAIN ADEQUATE DRAINAGE THROUGH DITCH AT ALL TIMES.

B. ALL WORK SHALL BE PERFORMED DURING DAYLIGHT HOURS.

C. THE STORM WATER POLLUTION PREVENTION PLAN SHALL CONSIST OF USING THE BID ITEMS SEEDING AND SILT FENCE AS SHOWN IN THE PLANS AND DETAILS AND PER THE S.W.P.P.P.

D. RIPRAP TO CONSIST OF 6" CONCRETE AS SHOWN ON THE DETAIL, SHT. 8.

E. GUARDRAIL TO BE REMOVED ON PREP. R.O.W.

F. NEW CALICHE MATERIAL GRADATION SHALL BE ARGILLACEOUS LIMESTONE, CALCAREOUS OR CALCAREOUS CLAY PARTICLES, WITH OR WITHOUT STONE CONGLOMERATE GRAVEL, SAND OR GRANULAR MATERIAL:

TYPE D GRADE 6

| SIEVE No. | PERCENT RETAINED |
|---|---|
| 2 | 0 |
| ½ | 20-60 |
| 4 | 40-75 |
| 40 | 75-85 |

### 3. TRAFFIC

A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL THROUGHOUT THE DURATION OF THE CONTRACT IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", TRAFFIC CONTROL PLANS AND BARRICADE AND CONSTRUCTION SHEETS.

### 4. GENERAL NOTES

A. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH HIDALGO COUNTY AND ALL OTHER GOVERNING ENTITIES.

B. ALL CONSTRUCTION TO BE COORDINATED WITH HIDALGO COUNTY, I.B.W.C., AND H.C.C.I.D NO.9.

C. CONTRACTOR TRENCH SAFETY AS PER O.S.H.A. REQUIREMENTS.

D. CONTRACTOR SHALL OBTAIN ALL REGULATORY PERMITS AND COST TO BE INCIDENTAL TO BID ITEMS.

E. ANY FINES AND/OR PENALTIES FOR FAILURE TO MAINTAIN AND/OR IMPLEMENT EROSION AND SEDIMENT CONTROL SHALL BE THE RESPONSIBILITY OF CONTRACTOR.

F. THE CONTRACTOR SHALL NOTIFY PARTIES AFFECTED BY HIS CONSTRUCTION ACTIVITIES A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION. THE FOLLOWING ARE TELEPHONE NUMBERS FOR THE ENTITIES MOST LIKELY TO BE AFFECTED:

DIG TESS.....(800) 344-8377
TEXAS ONE CALL SYSTEM.....(800) 245-4545
TEXAS EXCAVATION SAFETY SYSTEM.....(800) 344-8377
LONE STAR NOTIFICATION COMPANY.....(800) 669-8344
SOUTHWESTERN BELL LOCATE GROUP.....(800) 828-5127
AMERICAN ELECTRIC POWER (AEP TEXAS).....(877) 373-4858
KINDER MORGAN TEJAS PIPELINE.....(956) 765-6900
AT&T.....(800) 545-6005

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL OTHER ENTITIES THAT WILL BE AFFECTED.

G. THE CONTRACTOR SHALL OBTAIN ANY PERMITS REQUIRED BY THE LOCAL, STATE OR FEDERAL ENTITIES PRIOR TO CONSTRUCTION.

H. WORKING DAYS AND NIGHT SHIFTS MIGHT BE NECESSARY TO FINALIZE THE LEVEE WORK BEFORE HURRICANE SEASON BEGINS.

### 5. BACKFILL

A. CONTRACTOR SHALL USE SUITABLE ONSITE MATERIAL OR OFFSITE BORROW MATERIAL MEETING THE REQUIREMENTS SPECIFIED IN THE CONTRACT DOCUMENTS (PLANS AND/OR SPECIFICATIONS) FOR CONSTRUCTING THE LEVEE AND FILL AREAS THE CONTRACTOR MUST VERIFY THE SUITABILITY OF THE MATERIAL BEFORE USING IT IN THE LEVEE. IN THE EVENT THE MATERIAL IS UNSUITABLE FOR LEVEE CONSTRUCTION, THE EXCAVATED OR BORROW MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND CONSIDERED AS SURPLUS MATERIAL.

B. UNLESS OTHERWISE NOTIFIED, FILL TO BE PLACED IN MAXIMUM 6-INCH LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. SEE SOIL REPORTS AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

### LEGEND

- EXISTING CALICHE ROAD
- PROPOSED REGRADE & SEEDING AREA
- PROPOSED CONC. RIP-RAP
- PROPOSED EXCAVATION
- PROPOSED NEW CALICHE DRIVE
- PROPOSED STEEL PIPE
- PROPOSED 2' BERM
- DIRECTION OF FLOW
- PROPOSED DUAL CONC. BOX w/HEADWALL & WINGS
- NORTH ARROW
- TEMPORARY BENCH MARK(TBM)

| Rev. No. | Description | Chk By: | Date |
|---|---|---|---|
| I.F.C. | ISSUED FOR CONSTRUCTION | H.G. | 06-03-11 |
| ⚠ | QUANTITY ADJUSTMENT | H.G. | 11-05-11 |
| | | | |
| | | | |
| | | | |

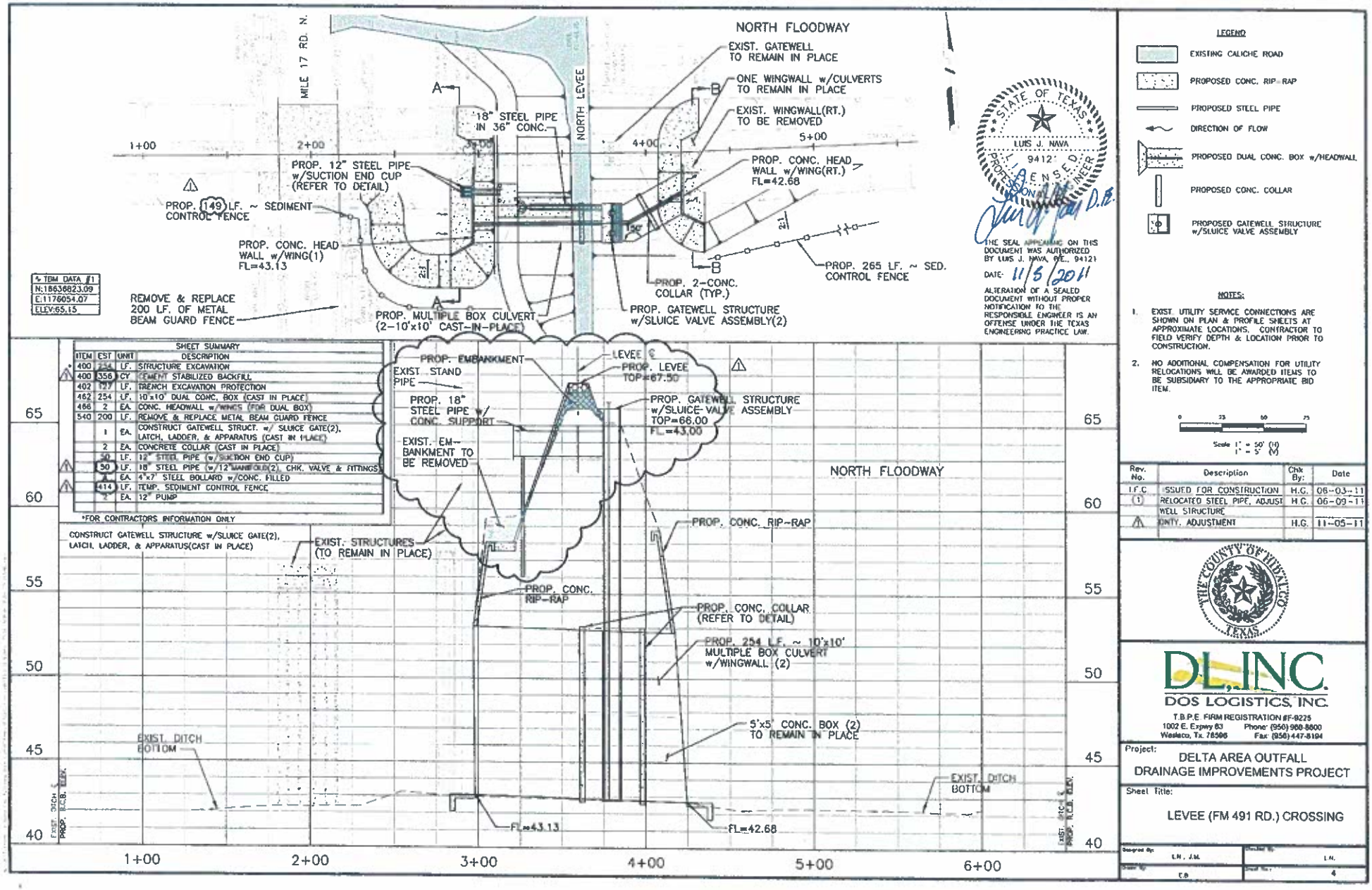
THE COUNTY OF HIDALGO TEXAS


DL, INC.
DOS LOGISTICS, INC.
T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194


Project:
DELTA AREA OUTFALL
DRAINAGE IMPROVEMENTS PROJECT

Sheet Title:
INDEX SHEET, NOTES, ESTIMATED QUANTITIES SUMMARY / DRAWING LEGEND

| Designed By: | Checked By: |
|---|---|
| L.N., J.M. | L.N. |
| Drawn By: | Sheet No.: |
| E.B., J.M., R.M., J.N. | 2 |




| ITEM | EST | UNIT | DESCRIPTION |
|---|---|---|---|
| 400 | 234 | LF. | STRUCTURE EXCAVATION |
| 400 | 356 | CY. | CEMENT STABILIZED BACKFILL |
| 402 | 127 | LF. | TRENCH EXCAVATION PROTECTION |
| 462 | 254 | LF. | 10'x10' DUAL CONC. BOX (CAST IN PLACE) |
| 466 | 2 | EA. | CONC. HEADWALL w/WINGS (FOR DUAL BOX) |
| 540 | 200 | LF. | REMOVE & REPLACE METAL BEAM GUARD FENCE |
| | 1 | EA. | CONSTRUCT GATEWELL STRUCT. w/ SLUICE GATE(2), LATCH, LADDER, & APPARATUS (CAST IN PLACE) |
| | 2 | EA. | CONCRETE COLLAR (CAST IN PLACE) |
| | 50 | LF. | 12" STEEL PIPE (w/SUCTION END CUP) |
| | 30 | LF. | 18" STEEL PIPE (w/12" MANHOLE(2), CHK. VALVE & FITTINGS) |
| | 1 | EA. | 4'x7' STEEL BOLLARD w/CONC. FILLED |
| | 414 | LF. | TEMP. SEDIMENT CONTROL FENCE |
| | 2 | EA. | 12" PUMP |

SHEET SUMMARY

*FOR CONTRACTORS INFORMATION ONLY

| TBM DATA #1 |
|---|
| N:18636823.09 |
| E:1176054.07 |
| ELEV:65.15 |

STATE OF TEXAS
LUIS J. NAVA
94121
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY LUIS J. NAVA, P.E., 94121

DATE: 11/5/2011

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

LEGEND

- EXISTING CALICHE ROAD
- PROPOSED CONC. RIP-RAP
- PROPOSED STEEL PIPE
- DIRECTION OF FLOW
- PROPOSED DUAL CONC. BOX w/HEADWALL
- PROPOSED CONC. COLLAR
- PROPOSED GATEWELL STRUCTURE w/SLUICE VALVE ASSEMBLY

NOTES:

1. EXIST. UTILITY SERVICE CONNECTIONS ARE SHOWN ON PLAN & PROFILE SHEETS AT APPROXIMATE LOCATIONS. CONTRACTOR TO FIELD VERIFY DEPTH & LOCATION PRIOR TO CONSTRUCTION.
2. NO ADDITIONAL COMPENSATION FOR UTILITY RELOCATIONS WILL BE AWARDED ITEMS TO BE SUBSIDIARY TO THE APPROPRIATE BID ITEM.

Scale 1" = 50' (H)
1" = 5' (V)

| Rev. No. | Description | Chk By: | Date |
|---|---|---|---|
| I.F.C. | ISSUED FOR CONSTRUCTION | H.G. | 06-03-11 |
| 1 | RELOCATED STEEL PIPE, ADJUST WELL STRUCTURE | H.G. | 06-09-11 |
| ⚠ | QNTY. ADJUSTMENT | H.G. | 11-05-11 |

THE COUNTY OF HIDALGO TEXAS

DL, INC.
DOS LOGISTICS, INC.
T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8600
Weslaco, Tx. 78596 Fax: (956) 447-8194

Project:
DELTA AREA OUTFALL DRAINAGE IMPROVEMENTS PROJECT

Sheet Title:
LEVEE (FM 491 RD.) CROSSING

| Designed By: | L.N., J.M. | Checked By: | L.N. |
|---|---|---|---|
| Drawn By: | E.B. | Sheet No.: | 4 |

**AI-29913** **12. E.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Cruz-Hogan Consultants, Inc. in the amount of $23,082.45 utilizing Year 23 (2010) funds for Engineering Services for Water/Sewer Improvements to Standard, Lincoln, Nebraska, and 8th–10th Street in the City of San Juan, Texas.

### BACKGROUND

Cruz-Hogan Consultants, Inc. has submitted a best and final offer for the required professional engineering services for Water/Sewer Improvements to Standard, Lincoln, Nebraska, and 8th–10th Street in the City of San Juan, Texas. Cruz-Hogan Consultants, Inc. was the highest rated firm by Commissioners' Court on October 11th 2011. Contract approval in the amount of $23,082.45 is being requested. See attached scope of services.

Contract Amount: $ 23,082.45

Funds Available: $ 156,445.71 – FY 23 (2010) San Juan Water/Sewer Imp Funding
$ 72,651.93 – FY 23 (2010) Pct 2 Water/Sewer Imp Funding (Recaptured)

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Urban County Year 23 (2010) San Juan Water/Sewer Improvements and Pct. #2 Water/Sewer Improvement funds will be utilized for engineering services to Standard, Lincoln, Nebraska, and 8th-10th Street in the City of San Juan.

## Attachments

Cruz Hogan Consultants

Insurance

Email

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 01:42 PM |
| Perla Lopez | Perla Lopez | 12/01/2011 01:35 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Mary Flores Started On: 11/30/2011 12:53 PM

Final Approval Date: 12/02/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5010-75-0310-5000-7500

**Professional Services Agreement**

This Agreement, entered into this **6th day of December 2011** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of San Juan,** (hereinafter called the "Party") and **Rolando Cruz, P.E.,** duly authorized Engineer, herein acting by **Cruz-Hogan Consultants. Inc,** (hereinafter called the "Engineer").

**WITNESSETH THAT:**

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

**SECTION I**
**EMPLOYMENT OF THE ENGINEER**

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

**SECTION II**
**BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the proposed **Water/Sewer Improvements Project** Account(s) **5010-75-0310-5000-7500.** *(See Exhibit A)*

**2.1 Preliminary Phase**

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

**2.2 Design Phase**

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

**2.3 Construction Phase**

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project

completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **City of San Juan** four (4) sets of plans, four (4) sets of specifications, and contract documents.

## SECTION III
## ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

## SECTION IV
## REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

## SECTION V
## THE PARTY'S RESPONSIBILITIES

**The Party will:**

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations for of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

## SECTION VI
## PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$23,082.45** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

## SECTION VII
## OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

## SECTION VIII
## TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## SECTION IX
## COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## SECTION X
## SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

## SECTION XI
## TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by ninety (90) days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

## SECTION XII
## VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

## SECTION XIII
## CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

## SECTION XIV
## COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

## SECTION XV
## ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

## SECTION XVI
## GENERAL

16.1 Audit the Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000.00; paragraphs a-g for contracts over $10,000.00) - Equal Employment Opportunity.

Executive Order 11246 Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

## SECTION XVII
## INSURANCE

The Engineer shall obtain and keep in force during the ternm of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000.00 for bodily injury and $100,000.00 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## SECTION XVIII
## WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

## SECTION XIX
## EFFECTIVE DATE

The effective date of this contract shall be **6th day of December 2011.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this ___ day of _____, 2011.

_____
Engineer Signature

**Firm Name:** Cruz-Hogan Consultants, Inc.

**Address:** 605 E Violet, Suite 5

**City/State/Zip:** McAllen, Texas 78504

**FED ID# ISS #:** 75-2441784

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

This instrument was acknowledged before me on this the_____day of_____, 2011.
By _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My Commission Expires Notary Public State of Texas

# Urban County Program

_____ _____
**Witness** **Diana R. Serna, UCP Director**

CRUZ-HOGAN *Consultants, Inc.*

Engineers • Planners • Consultants

McAllen • Harlingen

TBPE Firm Reg. No. F-4860

November 29, 2011

J.J. Rodriguez, City Manager
City of San Juan
709 S. Nebraska
San Juan, Tx 78589

Re: Water/Sewer Improvements
San Juan, Texas

Dear Mr. Rodriguez,

Based on the attached scope of services, this is our best and final offer for the above referenced project. Our fees are a fixed sum of $23,082.45. The fee was established adding Engineering fees of $16,258.00 plus Surveying fees of $6,824.45.

I would like to thank you and the City of San Juan for the opportunity in assisting the City in this project. If you have any questions, feel free to contact me at 956-682-5022.

Sincerely,

Ronnie Cruz, P.E.
Vice-President

Enclosures

605 E. Violet, Suite 5 • McAllen, Texas 78504
(956) 682-5022 • Fax (956) 682-5089
*www.cruzhogan.net*

CRUZ-HOGAN *Consultants, Inc.*

Engineers • Planners • Consultants

McAllen • Harlingen

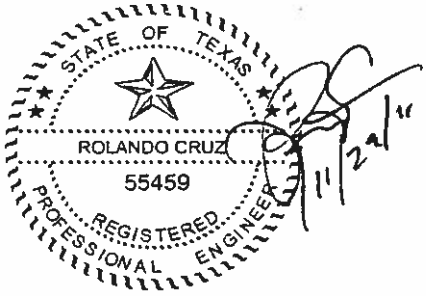
TBPE Firm Reg. No. F-4860

**SEWER LINE IMPROVEMENTS IN THE ALLEY'S BETWEEN EIGHTH STREET TO TENTH STREET**

**SAN JUAN, TEXAS**

**OPINION OF PROBABLE COST**
**November 29, 2011**

| Item | Quantity | Unit | Unit Cost | Item Total |
|---|---|---|---|---|
| **Proposed-Sanitary Sewer** | | | | |
| 1. 8" PVC SDR 26 | 2,550 | LF | $ 25.00 | $ 63,750.00 |
| 2. Sanitary Sewer Manholes | 17 | EA | $ 5,000.00 | $ 85,000.00 |
| 3. Services | 60 | EA | $ 500.00 | $ 30,000.00 |
| 4. Cut & Patch Pavement | 100 | SY | $ 60.00 | $ 6,000.00 |
| | **Subtotal Construction Cost** | | | **$ 184,750.00** |
| | **10% Contingencies** | | | $ 18,475.00 |
| | **Total Construction Cost** | | | **$ 203,225.00** |
| Surveying | | | | $ 6,824.45 |
| Engineering Fees (8%) | | | | $ 16,258.00 |
| | **Projected Total Project Construction Cost** | | | **$ 226,307.45** |




605 E. Violet, Suite 5 • McAllen, Texas 78504
(956) 682-5022 • Fax (956) 682-5089
*www.cruzhogan.net*

EXIBIT "A"

**SCOPE OF SERVICES:**

Water/Sewer Improvements
City of San Juan

**Preliminary Phase**

A. Attend preliminary conferences with the City of San Juan staff acquire available and relevant background data in respect to the project.

B. Establish the scope of topographic surveys for the design of the project.

C. Prepare a preliminary engineering report and submit to the City for review.

**Design Phase**

A. Receive electronic survey data from project surveyor and prepare background drawings for construction plans.

B. Prepare detailed construction drawings, technical specifications, and other pertinent documents for construction authorized by the City.

C. Submit plans and specifications to the appropriate agencies, other than the City, and coordinate approval process.

D. Furnish the City three (3) sets of copies of plans and specifications marked "Preliminary" for approval by the City. Upon final approval by the City, the Engineer will provide the City three (3) sets of the "Final" plans and specifications.

**Construction Phase**

A. Assist the City in conducting a pre-construction conference with the Contractor of record.

B. Make periodic visits to the site to observe the overall progress and quality of work. Make recommendations to the City regarding materials and workmanship.

C. Conduct final inspection of the project.

D. Prepare revisions of construction drawings with the assistance of the City's personnel reflecting changes to the plans. These "As-Built" drawings shall be provided by the Engineer to the City. Three (3) sets will be provided.

EXIBIT "B"

## SCHEDULE OF FEES

| | |
|---|---|
| A. Preliminary Phase (10%) | $ 2,308.25 |
| 1. Preliminary Report and Design | |
| 2. Surveying | |
| B. Design Phase (60%) | $13,849.47 |
| 1. Review Surveys | |
| 2. Prepare Construction Plans | |
| 3. Prepare Technical Specifications | |
| 4. Submit Drawings to City of San Juan and Urban County | |
| 5. Assist in Bidding Process | |
| C. Construction Phase (30%) | $ 6,924.73 |
| 1. Conduct Pre-Construction Meeting | |
| 2. Over all Inspections During Construction | |
| 3. Final Insection | |
| 4. Prepare "As-Built" Drawings | |
| **Total Fees** | **$23,082.45** |

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
CRUZ - HUGAN CONSULTANTS, INC

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1221 E. TYLER, STE. A

Requester's name and address (optional)

City, state, and ZIP code
HARLINGEN, TEXAS 78550

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | + | | + | | | |

or

**Employer identification number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 7 | 5 | 2 | 4 | 4 | 1 | 7 | 8 | 4 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 11/7/2011

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Policy Number: Date Entered: 6/17/2010

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>RISKPRO Insurance Agency, LLC<br>901 Waterfall Way, Suite 407<br>Richardson, Texas 75080 | CONTACT NAME:<br>PHONE (A/C, No. Ext): (972) 235-3030 FAX (A/C, No): (972) 235-3556<br>E-MAIL ADDRESS: |
| INSURED Cruz-Hogan Consultants, Inc.<br>1221 E. Tyler, Suite A<br>Harlingen, TX 78550 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: SENTINEL INSURANCE COMPANY, LIMITED 11000<br>INSURER B: Hartford Accident and Indemnity Company 22357<br>INSURER C: Everest National Insurance Co. 10120<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| ISR TR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | | | 46SBMVH9031 | 07/30/2011 | 07/30/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $2,000,000<br>$1,000,000<br>$ 10,000<br>$2,000,000<br>$4,000,000<br>$4,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | | | 46SBMVH9031 | 07/30/2011 | 07/30/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $2,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 46WBCAB7729 | 07/30/2011 | 07/30/2012 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| | Design Professional Liability | | | 79AE000044-111 | 08/09/2011 | 08/09/2012 | Each Claim<br>Aggregate | $1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER

City of Pharr
118 S. Cage Blvd., 1st Floor

Pharr, TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Perla Lopez

**From:** Candace [candace.armenta@ucp.co.hidalgo.tx.us]
**Sent:** Thursday, December 01, 2011 1:31 PM
**To:** Perla Lopez
**Subject:** Certificate of Liability Insurance & Contract Approval Date
**Attachments:** Certificate of Liability Insurance.pdf

Perla,

Attached is the Certificate of Liability Insurance for your records.

The professional services contract was approved as to form by our legal council, Atlas & Hall, and last updated on 7/08/2004, as listed on the bottom of each page of the professional service contract. No changes have been made to the contract (excluding the highlighted areas in which we change per professional service firm being awarded). Please let me know if this contract needs to be sent to legal for additional legal approval.

Thanks Perla!

**Candace J Armenta**
**Program Coordinator I**
**Urban County Program**
1916 Tesoro Blvd Pharr, TX 78577
(O) 956.787.8127
(O) 956.292.7000 X: 2236
(F) 956.787.5291
Is it really necessary to print this email?

---

**From:** veronica@cruzhogan.net [mailto:veronica@cruzhogan.net]
**Sent:** Thursday, December 01, 2011 11:59 AM
**To:** candace.armenta@ucp.co.hidalgo.tx.us
**Subject:** Certificate of Liability Insurance

Attached is the above reference. Please contact me if there is anything else you need.

Thank You,

Veronica Lopez
Administrative Assistant
**CRUZ-HOGAN** *Consultants, Inc.*
605 E. Violet Avenue, Suite 5
McAllen, TX 78504
956-682-5022- Office
956-682-5089- Fax

**AI-29921** **12. F.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

The Urban County Program on behalf of the City of La Villa is requesting approval and award of best and final negotiated contract with Noe Garza Engineers, Inc. in the amount of $23,650.00 utilizing CDBG FY 24 (2011) Water/Sewer Improvements funds.

### BACKGROUND

Noe Garza Engineers, Inc. has submitted a best and final offer for professional engineering services for the Water/Sewer Improvements Project within the City of La Villa. Noe Garza Engineers, Inc. was the highest ranked firm by County Commissioners' Court. See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 23,650.00

Funds Available: $261,900.00 2011 – Water/Sewer Improvements

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Urban County Year 24 (2011) Water Sewer Improvement funds will be utilized for the Water/Sewer Improvements in the City of La Villa.

## Attachments

City of La Villa / Noe Garza Engineers

Email

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 02:03 PM |
| Perla Lopez | Perla Lopez | 12/02/2011 01:33 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Mary Flores Started On: 11/30/2011 01:48 PM

Final Approval Date: 12/02/2011

*Hector Elizondo*
Mayor

*Joe Contreras*
Mayor Pro-Tem

*Noel Bernal*
City Administrator

CITY OF LA VILLA

*Manuel M. Hinojosa*
Alderman Pl. 1

*Mario Lopez*
Alderman Pl. 3

*Edward Garcia*
Alderman Pl. 4

*Joe Reyna*
Alderman Pl. 5

November 17, 2011

Monica Leal
Urban County Program Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78539

**RE: Noe Garza Professional Service contract**

Dear Ms. Leal:

Pursuant to Hidalgo County Commissioners' Court action on September 27, 29011, the City of La Villa has reviewed "the best and revised final offer" submitted to our office by Mr. Noe Garza for the approved Water/Sewer Improvements Project. The contract amount (fixed fee) is for **$ 23,650.00**.

Subject to Urban County review and approval, please proceed to negotiate a professional service contract with Noe Garza Engineers, Inc., and present to Hidalgo County Commissioners' Court for final approval, if required.

If you require additional information regarding this matter, please do not hesitate to contact my office at 956 262 2122.

Sincerely,

Noel Bernal
City Administrator

cc: Antonio "Tony" Barco, Deputy Director

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

## Part I - Professional Services Agreement

This Agreement, entered into this 6th day of December 2011 by and between City of La Villa, (hereinafter called the "Party") and Noe Garza Engineers, Inc., duly authorized Engineer, herein acting by Noe Garza, P.E. (hereinafter called the "Engineer").

**WITNESSETH THAT:**

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

### SECTION I
### EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

### SECTION II
### BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Water/Sewer Improvements Account(s) 5011-20-0310-5000-2000. *(See Exhibit A)*

## 2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

## 2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

## 2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of City of La Villa Four (4) sets of plans and four (4) sets of specifications and contract documents.

## SECTION III
## ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

## SECTION IV
## REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

## SECTION V
## THE PARTY'S RESPONSIBILITIES

**The Party will:**

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

## SECTION VI
## PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of $ 23,650.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

## SECTION VII
## OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

## SECTION VIII
## TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## SECTION IX
## COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## SECTION X
## SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

## SECTION XI
## TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

## SECTION XII
## VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

## SECTION XIII
## CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

## SECTION XIV
## COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

## SECTION XV
## ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

## SECTION XVI
## GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

## SECTION XVII
## INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## SECTION XVIII
## WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

## SECTION XIX
## EFFECTIVE DATE

The effective date of this contract shall be December 6, 2011. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Noe Garza, P.E

Firm Name: Noe Garza Engineering, Inc.

Address: 208 W. Ferguson Unit 2
City/ST/ZIP: Pharr, TX 78577

FED ID #/SS #: 74-2407711

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this the _____ day of_____, 20___,
by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

**County of Hidalgo Urban County Program:**

_____ _____
Witness Diana R. Serna, UCP Director

# Exhibit "A"

(Scope of Services)

see attached

NOE GARZA ENGINEERS, INC. NSPE • TSPE • TSA
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577 (956) 783-1207
www.ngeinc.net FAX (956) 783-1209

November 17, 2011

Mr. Noel Bernal
City of La Villa
PO Box 60
La Villa, Texas 78562

RE: City of La Villa - ***REVISED***
Water/Sewer Plant Improvements

Dear Mr. Bernal:

This is to inform you that our best and final offer for the above referenced project is $23,650.00. We look forward in working with City Staff in completing this phase of the plant.

If you should have any questions, please call my office at 956.783.1207.

Sincerely,

NOE GARZA ENGINEERS, INC.

Noe Garza, P.E.

NGE
NOE GARZA ENGINEERS, INC. NSPE • TSPE • TSA
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577 (956) 783-1207
www.ngeinc.net FAX (956) 783-1209

**EXHIBIT A (*REVISED*)**
**SCOPE OF SERVICES**
**CITY OF LA VILLA**
**WATER/SEWER PLANT IMPROVEMENTS**
**NOVEMBER 17, 2011**

The City of La Villa proposes to construct improvements to the following:

**Water Plant:**
Upgrade Valves, provide chemicals to treat water (chemicals not used at this time), upgrade RAW & reservoir water pumps, upgrade sludge ponds, upgrade radio control to water tower, upgrade filters, upgrade plant meters that measure water in and out of plant, and upgrade chemical feeds.

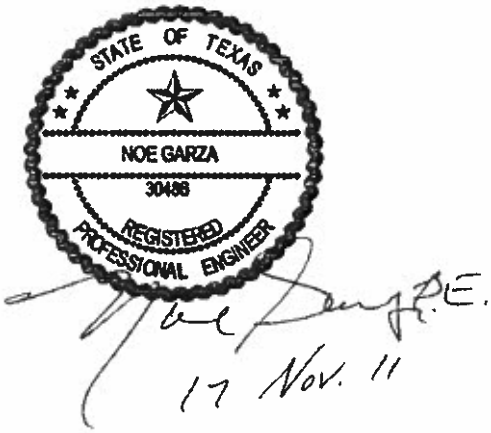
**Contract Amount (Fixed Fee):** **$23,650.00**

**PROJECT TASKS**

- **Design of plans and specifications** for upgrading of valve system in the City to improve function during water breaks.
- **Project will consist of** upgrading valves to isolate water breaks without shutting down the whole City and Water Plant Improvements.
- **Prepare preliminary plans** and estimates for guidance and review and input from city staff.
- **Final plans & specifications**: Final plans & specifications will be prepared for proper bidding and construction.
- **Bidding and award**:
  - **Bidding Process**: A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project.
    Necessary clarifications or addendum will be issued. We will attend the bid opening and assist as the City desires.
  - **Bid Recommendations**: After receipt of bids by the City, we will tabulate the bids and make recommendations in consultation with City Staff.
  - **Award**: We will prepare necessary contract documents for execution after award by the City.

- Construction will be under observation on an on-going basis. We will provide construction staking for the contractor and certify request for payments. Upon completion, a final inspection will be scheduled with the contractor and City staff. The outcome of the inspection will determine a certificate of completion of a punch list of items to be completed.

- **As Builts**: We will provide the City and UCP with the "as builts".



NOE GARZA ENGINEERS, INC.
COST ESTIMATE - NOVEMBER 15, 2011

PROJECT: CITY OF LA VILLA - WATER/SEWER IMPROVEMENTS (WATER TREATMENT PLANT)

| DESCRIPTION | UNIT | ESTIMATE QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| | | | | |
| 1. COMPLETE IN PLACE RADIO CONTROL LEVEL | EACH | 1 | $ 85,000.00 | $ 85,000.00 |
| 2. 8" SITRANS MAGFLOW 5000 FLOW METER... | EACH | 1 | $ 13,000.00 | $ 13,000.00 |
| 3. 6" SITRANS MAGFLOW 5000 FLOW METER... | EACH | 3 | $ 11,500.00 | $ 34,500.00 |
| 4. 12" SITRANS MAGFLOW 5000 FLOW METER... | EACH | 1 | $ 17,500.00 | $ 17,500.00 |
| 5. 10" SITRANS MAGFLOW 5000 FLOW METER... | EACH | 1 | $ 15,500.00 | $ 15,500.00 |
| 6. 75 GMP SUBMERSIBLE PUMP INSTALL W/ OUTLET BOX... | EACH | 1 | $ 27,000.00 | $ 27,000.00 |
| 7. INSTALLATION OF 12" VALVES AT FILTER GALLERY | EACH | 2 | $ 1,000.00 | $ 2,000.00 |
| 8. RESERVOIR RAW WATER PUMPS 30 HP | EACH | 1 | $ 42,000.00 | $ 42,000.00 |
| | | | | |
| **GRAND TOTAL** | | | | **$ 236,500.00** |

CNA
For All the Commitments You Make®

# POLICY DECLARATIONS

| AGENCY BRANCH | PREFIX | POLICY NUMBER |
|---|---|---|
| 056124 969 | AEH | 28-834-74-25 |

INSURANCE IS PROVIDED BY CONTINENTAL CASUALTY COMPANY 333 S WABASH AVE, CHICAGO, IL 60604, A STOCK INSURANCE COMPANY, HEREIN CALLED WE, US, OR OUR.

**NOTICE**

**THIS IS A CLAIMS-MADE POLICY. PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

1. NAMED INSURED:

   NOE GARZA ENGINEERS, INC.

2. ADDRESS:

   208 West Ferguson
   Unit 2
   Pharr, Texas 78577

3. **POLICY TERM**: From: 03/24/2011 To: 03/24/2012 AT 12:01 a.m. Standard time at **your** address shown above.

4. KNOWLEDGE DATE: 03/24/11

5. DEDUCTIBLE:
   a. $ 25,000 Purchased Deductible
   b. $ N/A Deductible Credit
   c. $ 25,000 is Deductible per **claim** (including **claim expenses**)
   d. $ N/A is Aggregate Deductible per **policy year** (including **claim expenses**)

114348

Authorized Representative

Countersignature (if required)

6. LIMIT OF LIABILITY:
   a. $ 1,000,000 Per **claim** limit of liability (including **claim expenses**)
   b. $ 2,000,000 Aggregate limit of liability per **policy year** (including **claim expenses**)

7. INCEPTION DATE: 03/24/11 is the date of the first policy issued to **you** and continuously renewed by us.

8. $ 387,000 is the Total Billings

9. Endorsements attached at policy **effective date**:

| | |
|---|---|
| G-136558-A42 | State Provisions - Texas |
| GSL2223XX(10-05) | Deductible Endorsement: BIII |
| GSL2200 | Professional Liability Policy |

10. PREMIUM:

| | | |
|---|---|---|
| $ | 15,876 | Standard |
| $ | 0 | |
| $ | 15,876 | Total |

11. INSTALLMENT PREMIUM PAYMENT:

N/A

STATE TAX _____

STAMPING FEE _____

FEES $250.00

114348

Authorized Representative

Countersignature (if required)



STATE TAX _____
STAMPING FEE _____
FEES _____
50.00

**Perla Lopez**

**From:** Monica Leal [monica.leal@ucp.co.hidalgo.tx.us]
**Sent:** Thursday, December 01, 2011 11:35 AM
**To:** perla.lopez@co.hidalgo.tx.us
**Subject:** Professional Service Contract

Good morning Ms. Perla,

Please note that the professional services contract was approved as to form by our legal council, Atlas & Hall, and last updated by legal on 7/08/2004 as listed on the bottom of each page of the professional service contract. No changes have been made to the contract (excluding the highlighted areas pertaining to the different professional service firms). Please let me know if this contract needs to be sent to legal for a additional legal approval.

Respectfully submitted,

*Monica Leal*
Program Coordinator 1
Urban County Program
956-787-8127 office
956-787-5291 fax

**AI-29918** **12. G.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineer services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Edcouch, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program 24 (2011) Edcouch – Water/Sewer Improvements.

| FIRM | GRADE | RANK |
|---|---|---|
| Quintanilla, Headley and Associates, Inc. | 95% | |
| Halff Associates, Inc. | 91% | |
| Rio Delta Engineering | 84.66% | |

3. Authority to negotiate a professional service contract with the No. 1 ranked firm for an Urban County Program – City of Edcouch – Water/Sewer improvements project.

### BACKGROUND

The three firms rated from the County's approved "pool" are Quintanilla, Headley and Associates, Inc., Halff Associates, Inc. and Rio Delta Engineering for the Water/Sewer Improvements project. Attached see grading grid for your review.

Funds Available for 2011: $193,900.00

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Urban County funds will be utilized for this project.

## Attachments

City of Edcouch Scoring Grid

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 02:01 PM |
| Perla Lopez | Perla Lopez | 12/01/2011 09:52 AM |

Purchasing Department Angela Garcia 12/02/2011 04:15 PM

Form Started By: Mary Flores Started On: 11/30/2011 01:36 PM

Final Approval Date: 12/02/2011

**City of Edcouch**
**Engineering Services**
**Water/Sewer Improvements**
**Years 24 (2011)**
**Grading-Ranking Grid**

| Criteria | Quintanilla, Headley and Associates, Inc. | | | Half Associates, Inc. | | | Rio Delta Engineering | | |
|---|---|---|---|---|---|---|---|---|---|
| | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 |
| Professional Qualifications of Team | 19 | 20 | 19 | 18 | 20 | 19 | 18 | 20 | 15 |
| Experience of Project Team | 23 | 24 | 24 | 22 | 24 | 23 | 20 | 24 | 15 |
| Experience/ Availability of Project Manager | 19 | 18 | 19 | 16 | 17 | 18 | 16 | 17 | 15 |
| Understanding of Project | 24 | 24 | 23 | 20 | 24 | 24 | 23 | 23 | 20 |
| Familiarity with Applicable Rules & Regulations | 9 | 10 | 10 | 8 | 10 | 10 | 8 | 10 | 10 |
| **TOTALS** | 94 | 96 | 95 | 84 | 95 | 94 | 85 | 94 | 75 |
| **AVERAGES** | 285÷3= 95% | | | 273÷3= 91% | | | 254÷3= 84.66% | | |
| **RATING** | | | | | | | | | |

**AI-29914** **12. H.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Ester Gonzalez **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

1. Conduct a Public Hearing to solicit input and advise the public of the proposed projects identified as eligible under the 2008 Round 2.2 Supplemental Disaster Recovery Supplemental Allocations application.

2. Consideration and action to allocate Round 2.2 Texas General Land Office Funds, in the amount of $4,500,000, to Hidalgo County for the following proposed projects: (1) Phase II of the Precinct No. 1 infrastructure improvements for the project known as "Delta Area Connector/East Lateral" and, (2) Precinct No. 4 for the proposed infrastructure improvements for the project known as the "Alberta Drain".

3. Consideration and approval to submit the 2008 Round 2.2 Supplemental Disaster Recovery Supplemental Allocations application to the General Land Office.

4. Consideration and approval to authorize the County Judge to sign any and all documents associated with:

a. the submittal of the 2008 Round 2.2 Supplemental Disaster Recovery Supplemental Allocations application,
b. Any and all documents associated upon the approval and execution of Contract for Round 2.2 projects and/or amendments,
c. Any and all documents associated with the Environmental Assessment/Review Record for the projects selected under the Round 2.2 application.

### BACKGROUND

The County of Hidalgo is eligible to receive $4,500,000 for the 2008 Round 2.2 Supplemental Disaster Recovery Supplemental Allocations for non-housing projects that were affected by Hurricane Dolly in 2008. The projects were selected in an effort to comply with the FHAST Form requirements, specifically Impediment #14 requiring that community level infrastructure improvement projects within colonias be given priority. In addition, and as stated in the MOD, any funds unspent or unused in Round 2.1 for infrastructure will be dedicated to colonia infrastructure projects. For all remaining infrastructure funds in Round 2.2, colonia projects will be given priority.

## Attachments

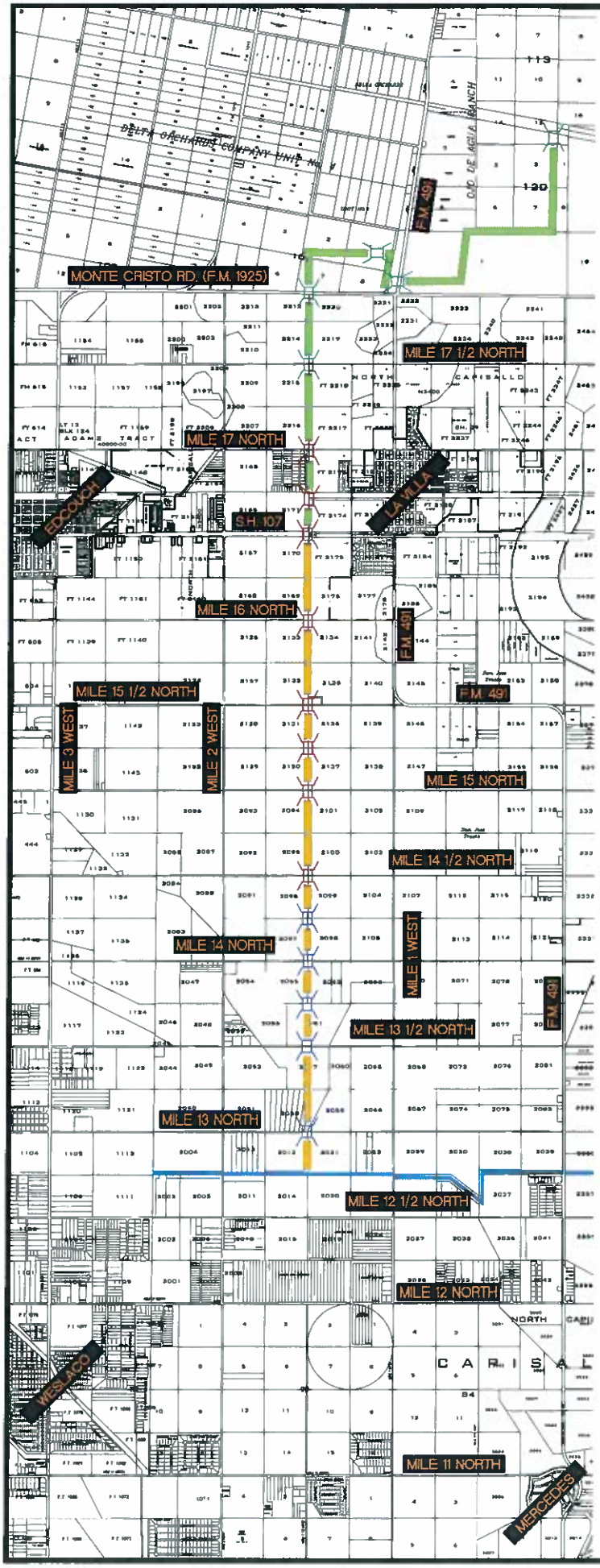
DL, INC. Phase II

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 01:42 PM |
| Perla Lopez | Perla Lopez | 12/01/2011 10:06 AM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Mary Flores Started On: 11/30/2011 01:01 PM

Final Approval Date: 12/02/2011



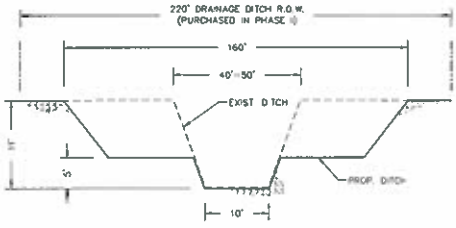

N

# EXHIBIT "A"
# PROPOSED EAST LATERAL DRAIN PHASE II (ROUND 2.2)

N.T.S.

## LEGEND

- ULTIMATE DESIGNED DITCH (160' TOP-TOP)
- DRAINAGE DITCH CONSTRUCTED IN PHASE I
- EXISTING MERCEDES LATERAL DRAIN
- 4-9' X 9' CONC. BOXES CROSSING (CONSTRUCTED IN PHASE I)
- 5-8' X 8' CONC. BOXES CROSSING (CONSTRUCTED IN PHASE I)
- 4-8' X 8' CONC. BOX CROSSING (CONSTRUCTED IN PHASE I)




ULTIMATE DESIGN DITCH SECTION

N.T.S.

PRELIMINARY REVIEW

THIS DOCUMENT HAS BEEN RELEASED FOR PRELIMINARY SUBMITTAL BY HUGO P. GONZALEZ, P.E. No. 95680. THIS DOCUMENT IS FOR DESIGN REVIEW AND IS NOT INTENDED FOR PLANNING OR CONSTRUCTION PURPOSES. NOVEMBER 29, 2021

DL, INC.
DOS LOGISTICS, INC.
T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8194

**Cost Estimate for East Lateral Phase 2**
**(TDRA Rd 2.2)**

**ALIGNMENT 'A'**

| DESCRIPTION | QTY | UNIT | UNIT COST | AMOUNT |
|---|---|---|---|---|
| Channel Excavation | 626,881 | CY | $3.00 | $1,880,643 |
| Concrete Riprap | 600 | CY | $300.00 | $180,000 |
| SW3P | 1 | LS | $55,000.00 | $55,000 |
| Utility Adjustments | 1 | LS | $30,000.00 | $30,000 |
| Traffic Control | 1 | LS | $10,000.00 | $10,000 |
| **TOTAL ESTIMATED CONSTRUCTION COST** | | | | **$2,155,643** |
| **Construction Contingency (15 %)** | | | | **$323,346** |
| **Engineering (15 %)** | | | | **$323,346** |
| **ROW/Easements** | | | | $0 |
| **Title Report & Appraisal** | | | | $0 |
| **Survey Plats** | | | | $0 |
| | | | | |
| **TOTAL PROJECT COST** | | | | **$2,802,336** |

**Notes:**
Cost Estimate Includes:
Ultimate Ditch Design Section from Mercedes Lateral to SH 107

## COMMISSIONER JOSEPH PALACIOS

### Hidalgo County Precinct No. 4

**Project:** ALBERTA DRAIN DRAINAGE IMPROVEMENTS PHASE I
Affected Colonias: Las Villas Del Valle, El Charro No. 2, Brenda Estates, Owassa Acres, El Tejano Estates No. 1, Rincon Del Valle No. 3 and No. 4 and Surrounding Properties

**Location:** Phase I Project is Located between Owassa Road and Alberta Road starting at an existing ditch located approximately One Mile east of Tower Road and then running west to Approximately 1,320 feet west of Tower Road.

**Date:** 11/29/2011

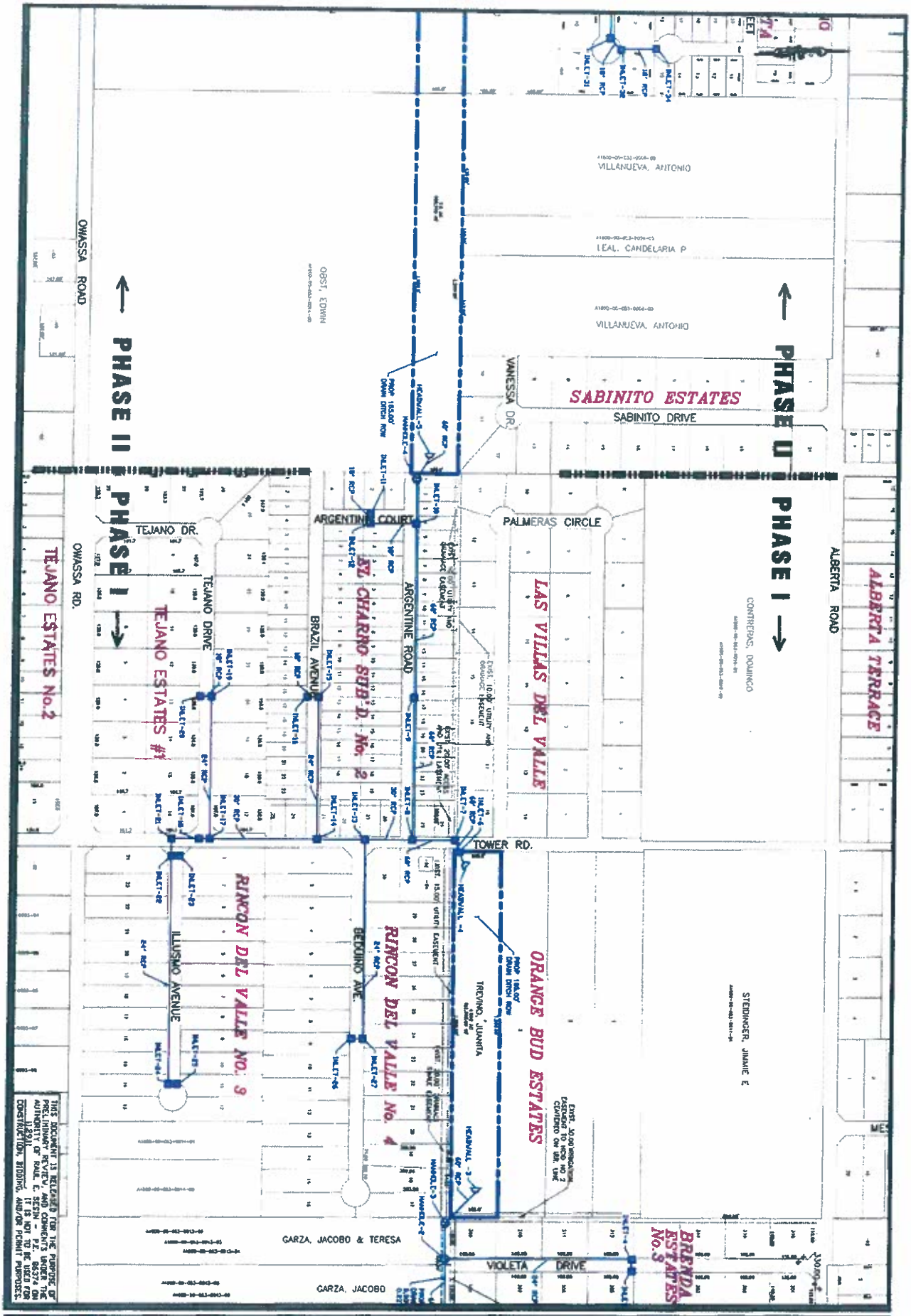
**Estimator:** Raul E. Sesin, PE, CFM

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**

| Item | Description | Quantity | Unit | Unit Cost | Total |
|---|---|---|---|---|---|
| 1 | 18" STORM DRAIN PIPE | 610 | LF | $40.00 | $24,400.00 |
| 2 | 24" STORM DRAIN PIPE | 4,490 | LF | $50.00 | $224,500.00 |
| 3 | 30" STORM DRAIN PIPE | 850 | LF | $65.00 | $55,250.00 |
| 4 | 60" STORM DRAIN PIPE | 2,170 | LF | $150.00 | $325,500.00 |
| 5 | PIPE BEDDING AND BACKFILL | 8,120 | LF | $10.00 | $81,200.00 |
| 4 | TRENCH PROTECTION | 8,120 | LF | $2.50 | $20,300.00 |
| 5 | TYPE "C-C" INLET | 25 | EA | $4,000.00 | $100,000.00 |
| 6 | JUNCTION BOX/MANHOLE | 1 | EA | $6,500.00 | $6,500.00 |
| 7 | DRAIN DITCH EXCAVATION AND HAULING | 85,555 | CY | $6.00 | $513,330.00 |
| 8 | 6" CONCRETE RIP-RAP | 835 | SY | $40.00 | $33,400.00 |
| 9 | TRAFFIC CONTROL | 1 | LS | $7,500.00 | $7,500.00 |
| 10 | ROADSIDE DITCH GRADING / EXCAVATION | 4,000 | LF | $1.25 | $5,000.00 |
| 11 | PAVEMENT REPAIR | 1 | LS | $55,000.00 | $55,000.00 |
| 12 | UTILITY & IRIGATION ADJUSTMENTS | 1 | LS | $30,000.00 | $30,000.00 |
| 13 | COMPLINACE WITH STORM WATER MANAGEMENT PLAN | 1 | LS | $10,000.00 | $10,000.00 |
| | | | | **SUBTOTAL:** | **$1,491,880.00** |
| | | | | **CONTINGENCY (10%):** | **$149,188.00** |
| | | | | **MATERIAL TESTING FEE (2%):** | **$29,837.60** |
| | | | | **PROBABLE CONSTRUCTION COSTS TOTAL:** | **$1,670,905.60** |

| | |
|---|---|
| **LAND ACQUISITION (12.6 ACRES @ $25,000 PER ACRE):** | **$318,750.00** |
| **TITLE REPORTS, SURVEYS, CLOSING DOCUMENTS, ETC. (8 PARCELS @ $5,000 PER PARCEL):** | **$40,000.00** |
| **ACQUISITION TOTAL:** | **$358,750.00** |

| | |
|---|---|
| **PROJECT TOTAL:** | **$2,029,655.60** |


PHASE II
PHASE I
PHASE II
PHASE I
OWASSA ROAD
OWASSA RD.
ALBERTA ROAD
VILLANUEVA, ANTONIO
LEAL, CANDELARIA P
VILLANUEVA, ANTONIO
OBST, EDWIN
CONTRERAS, DOMINGO
STEININGER, JIMMIE E
TREVINO, JUANITA
GARZA, JACOBO & TERESA
GARZA, JACOBO
SABINITO ESTATES
SABINITO DRIVE
VANESSA DR.
PALMERAS CIRCLE
ARGENTINE COURT
ARGENTINE ROAD
BRAZIL AVENUE
TEJANO DR.
TEJANO DRIVE
TOWER RD.
BECKIRO AVE.
ILLUSMO AVENUE
VIOLETA DRIVE
TEJANO ESTATES No.2
TEJANO ESTATES #1
EL CHARRO SUB'D. No. 2
LAS VILLAS DEL VALLE
ALBERTA TERRACE
RINCON DEL VALLE NO. 9
RINCON DEL VALLE No. 4
ORANGE BUD ESTATES
BRENDA ESTATES No.3
PROP. 150.00' DRAIN DITCH ROW
EXIST. 10.00' UTILITY EASEMENT
EXIST. 15.00' UTILITY EASEMENT
EXIST. 30.00' IRRIGATION EASEMENT TO HCID NO 2 CENTERED ON SIB. LINE
HEADWALL-1
HEADWALL-2
HEADWALL-3
HEADWALL-4
HEADWALL-5
MANHOLE-1
MANHOLE-2
MANHOLE-3
MANHOLE-4
MANHOLE-5
INLET-01
INLET-02
INLET-03
INLET-04
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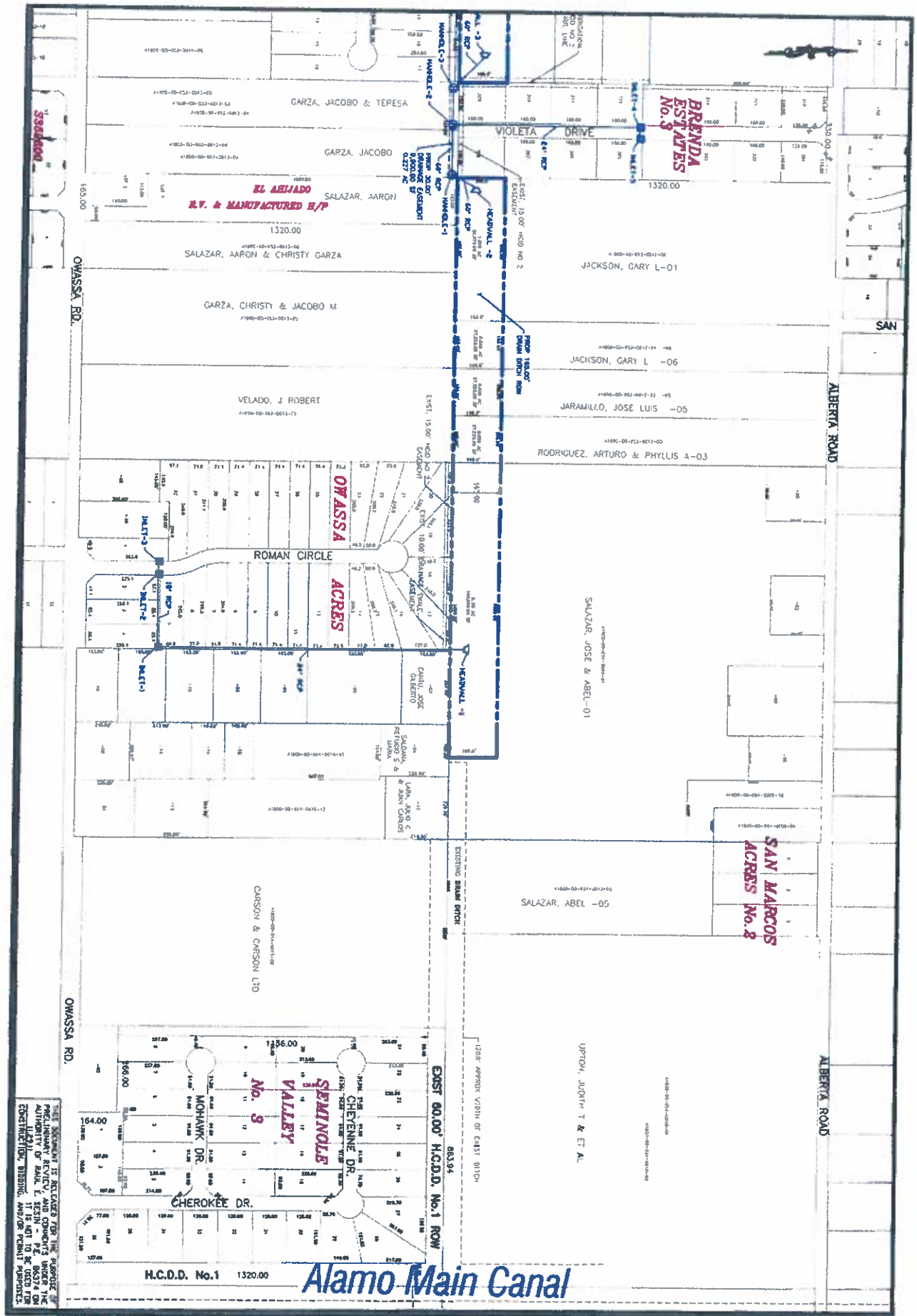
BRENDA ESTATES No. 3
VIOLETA DRIVE
GARZA, JACOBO & TEPESA
GARZA, JACOBO
SALAZAR, AARON
EL ABEJADO R.V. & MANUFACTURED H/P
SALAZAR, AARON & CHRISTY GARZA
GARZA, CHRISTY & JACOBO M
VELADO, J ROBERT
JACKSON, GARY L -01
JACKSON, GARY L -06
JARAMILLO, JOSE LUIS -05
RODRIGUEZ, ARTURO & PHYLLIS A -03
SALAZAR, JOSE & ABEL -01
SALAZAR, ABEL -05
CARSON & CARSON LTD
UPTON, JUDITH T & ET AL
OWASSA ACRES
SAN MARCOS ACRES No. 2
SEMINOLE VALLEY No. 3
OWASSA RD.
ALBERTA ROAD
ROMAN CIRCLE
MOHAWK DR.
CHEYENNE DR.
CHEROKEE DR.
EXIST 60.00' H.C.D.D. No.1 ROW
EXISTING DRAIN DITCH
PROP 150.00' DRAIN DITCH ROW
EXIST. 15.00' H.C.D.D. No. 2 EASEMENT
HEADWALL -1
HEADWALL -2
HEADWALL -3
HEADWALL -4
MANHOLE-1
MANHOLE-2
MANHOLE-3
MANHOLE-4
MH-1
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MH-39
MH-40

**carlos.jasso**

---

**From:** Marcie Oviedo [moviedo@lrgvdc911.org]
**Sent:** Wednesday, November 30, 2011 11:36 AM
**To:** 'carlos.jasso'
**Subject:** RE: LRGVDC Round 2.2 MOD Overallocation

Yes that is all that left in non-housing 4.5 and it is for Hidalgo County.

---

**From:** carlos.jasso [mailto:carlos.jasso@ucp.co.hidalgo.tx.us]
**Sent:** Wednesday, November 30, 2011 11:24 AM
**To:** 'Marcie Oviedo'
**Subject:** RE: LRGVDC Round 2.2 MOD Overallocation

Morning,

Mrs. Oviedo, as per our conversation earlier we the Hidalgo County have $4,500,000.00 available to apply for Round 2.2 correct. Please confirm.

Should you have any questions please feel free to contact me.

Thanks,

Carlos Jasso

---

**From:** Marcie Oviedo [mailto:moviedo@lrgvdc911.org]
**Sent:** Wednesday, November 30, 2011 8:25 AM
**To:** carlos.jasso@ucp.co.hidalgo.tx.us
**Cc:** knjones@lrgvdc.org; Diana.serna@ucp.co.hidalgo.tx.us
**Subject:** FW: LRGVDC Round 2.2 MOD Overallocation

As per our conversation please see the email below:

---

**From:** Dennis Ku [mailto:dku@hntb.com]
**Sent:** Monday, November 28, 2011 9:00 AM
**To:** Marcie Oviedo (moviedo@lrgvdc911.org)
**Subject:** FW: LRGVDC Round 2.2 MOD Overallocation

Marcie,

Here is the e-mail I sent to Raul Garcia last Wednesday. Please let me know if this works for you or if you need an e-mail from Heather or a letter from GLO.

Thanks,

**Dennis Ku, PE**
Disaster Recovery Program Management Team
Lower Rio Grande Valley Area Manager

**HNTB Corporation**

**AI-29856** **12. I.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Lupita G Garcia **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Fire Fighting Equipment through Hidalgo County's membership and participation with Buy Board, approved vendor Dooley Tackaberry (contract #363-10) in the amount of $10,907.52 (quote attached hereto) to include shipping fees. UCP Year 24 (2011) Mercedes Fire Station/Equipment funds will be utilized along with City of Mercedes General Funds.

### BACKGROUND

The fire fighting equipment to be purchased will be utilized by the Volunteer Fire Department. Dooley Tackaberry , is an approved vendor through the Buy Board, Contract #363.10. Delivery is expected within 30 days from receipt of purchase order.

Vendor: Dooley Tackaberry

Purchase Amount: $10,907.52

Funds Available: $10,626.00 UCP FY 24 (2011) Mercedes Fire Station/Equipment

$ 281.52 Mercedes General Fund Check

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Urban County Year 24 (2011) City of Mercedes Fire Station/Equipment funds and City of Mercedes General Fund will be utilized for the purchase of fire fighting equipment.

## Attachments

CIty of Mercedes Fire Station Equipment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/28/2011 10:13 AM |
| Perla Lopez | Perla Lopez | 12/01/2011 10:46 AM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Mary Flores Started On: 11/28/2011 09:38 AM

Final Approval Date: 12/02/2011

# COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

## Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

**Name of Cooperative:** BuyBoard **Person Contacted:** David Johnson

**VENDOR #1** **Name:** Dooley Tackaberry **Contract No. :** 363-10 **Phone:** 1-713-427-3951

| Quantity | Description of Items | Price per Unit | Total Amount |
|---|---|---|---|
| 32 | Epic Voice Amplifier | $320.58 each | $10,258.56 |
| 32 | Epic RI Communication Bracket for AV-3000 Face piece Right Side | $20.28 each | $648.96 |
| | Shipping/Freight | Free | Free |
| | | TOTAL: | $ 10,907.52 |

**Name of Cooperative:** _____ **Person Contacted:** _____

**VENDOR #2** **Name:** _____ **Contract No. :** _____ **Phone:** _____

| Quantity | Description of Items | Price per Unit | Total Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | TOTAL: | $ |

**Name of Cooperative:** _____ **Person Contacted:** _____

**VENDOR #3** **Name:** _____ **Contract No. :** _____ **Phone:** _____

| Quantity | Description of Items | Price per Unit | Total Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | TOTAL: | $ |

**Recommendation:** To purchase from Dolley Tackaberry, The city will provide difference of $ 281.52. Note that check has been issued for the amount of $ 282.80 we respectfully request the overage of $ 1.27 be returned to the City of Mercedes. Thank you

**Requested by:** Antonio Aguilar, Finance Director Date 11-22-2011 **UCP Approval:** Date 11/22/11

# DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

# QUOTATION

**DATE:** 11/22/11
**OUR REFERENCE:** 923943
**YOUR REFERENCE:** SCOTT EPIC VOIVE AMP
**PAGE:** 1 of 2
**SLSM:** 108

Bill to: 064905
CITY OF MERCEDES
FIRE DEPARTMENT
P.O. BOX 837
ATTN: BECKY PEMELTON
MERCEDES, TX 78570

Ship to:
CITY OF MERCEDES
FIRE DEPARTMENT
ATTN: BECKY PEMELTON
MERCEDES, TX 78570

Attention: CHIEF GARCIA

| ITEM | QTY | PART NUMBER AND DESCRIPTION | COUNTRY | ECCN | SCHEDULE B | UNIT PRICE | U/M | EXTENSION |
|---|---|---|---|---|---|---|---|---|
| 1 | 32 | SCOTT NO. 200260-01<br>EPIC VOICE AMPLIFIER LESS BRACKET<br>**(( LIST PRICE FOR THE ABOVE ITEM IS 411.00 ))** | | | | 320.58 | EA | $10,258.56 |
| 2 | 32 | SCOTT HEALTH AND SAFETY NO. 200715-01<br>EPIC RI COMMUNICATION BRACKET FOR AV-3000<br>FACEPIECE RIGHT SD<br>**(( LIST PRICE FOR THE ABOVE ITEM IS 26.00 ))**<br>**(( A DISCOUNT OF 22% HAS BEEN APPLIED TO THE ITEMS QUOTED AS PER OUR BUYBOARD CONTRACT ))** | | | | 20.28 | EA | $648.96 |
| 3 | 1 | TASB NO. BUYBOARD FEE | | | | 0.00 | EA | $0.00 |

| MERCHANDISE TOTAL | SALES TAX | QUOTE TOTAL USD |
|---|---|---|
| 10,907.52 | 0.00 | 10,907.52 |

Terms: NET 30 DAYS CASH
Shipping Terms: FOB-DESTINATION
Prices Firm: 11/27/11
Ship Via: BEST WAY
Freight Terms: PREPAID
Shipment:

***DOOLEY TACKABERRY***

By _____
DAVID JOHNSON
Phone: 713.427.3951 (Direct)
Email: davidj@dtihome.com

PLEASE NOTE: WE RESERVE THE RIGHT TO DENY PAYMENT BY CREDIT CARD

# DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

**DATE:** 11/22/11
**OUR REFERENCE:** 923943
**YOUR REFERENCE:** SCOTT EPIC VOIVE AMP
**PAGE:** 2 of 2

CITY OF MERCEDES

**Quotation**
Continued

| ITEM | QTY | PART NUMBER AND DESCRIPTION | COUNTRY | ECCN | SCHEDULE B | UNIT PRICE | U/M | EXTENSION |
|---|---|---|---|---|---|---|---|---|
| | | BUYBOARD ORDER<br>**BUYBOARD CONTRACT # 363-10** | | | | | | |

List Price Verification
11/17/11

# COMMUNICATIONS

## KEY FOR IDENTIFYING CONNECTORS FOR 2-WAY RADIOS

### EPIC™ Facepiece Bracket

| Part Number | Description | Price |
|---|---|---|
| 200715-01 | AV-3000™ communications bracket, right side | $26.00 |
| 200716-01 | AV-2000® communications bracket | $26.00 |

### EPIC Voice Amplifier and EPIC RI Wireless Communications System

| Part Number | Description | |
|---|---|---|
| 200260-01 | Voice amplifier assembly | $411.00 |
| 200261-01 | Voice amplifier/RI assembly | $720.00 |

### Communications Ordering Matrix

| Dash* | Radio Brand | Radio Model | EPIC RI Console (200262-XX) |
|---|---|---|---|
| -01 | Motorola | MT1000, MTX 800 series | |
| -02 | Motorola | HT1000, XTS5000, XTS3000 | |
| -03 | Motorola | Sabre QD | |
| -04 | Motorola | HT750, HT1250 | |
| -05 | Motorola | Astro, Sabre, MX1000 | |
| -06 | Motorola | Mototrbo™ XPR6300, 6350, 6500, 6550 | |
| -07 | Kenwood | TK 280, 380, 290, 390 | |
| -08 | Icon | IC-F50, IC-F60, IC-F60IS | |
| -09 | Icon | IC-F30GT/GS, F31GT/GS, F40GS | |
| -10 | MaCom | Jaguar; P7100, P5100 | |
| -11 | Motorola | Radius GP300 | |

*Note: Add dash number for specific radio connection required; consult factory for radio connections not shown.*

### Communications Ordering Matrix

| Dash* | Radio Brand | Radio Model | E-Z Radiocom™ I (805206-XX) | HAZMAT Radiocom Paddle PTT (805701-XX) | HAZMAT Radiocom Ring Finger (805702-XX) |
|---|---|---|---|---|---|
| -03 | Motorola | GP88, GTX, LTS2000, Radius P110, P1225, Radius GP300 | | | |
| -04 | Motorola | HT1000, XTS5000 | | | |
| -17 | Kenwood | TK320, TK340, TK350, TK353, TK240, TK248, TK250, TK260, TK270, TK360, TK370, TK430, FREETALK LINE | | | |
| -34 | Kenwood | TK 280, 290, 380, 390, 480, 481 | | | |
| -68 | Motorola | GP328, HT1250, HT1550, HT750, Pro 5150 | | | |

*Note: Brackets for all communications systems must be ordered separately depending on whether the system will be used on an AV-2000 or AV-3000. X = Available for this model*

## Vendor Contract Information

Proposal Documents | Back

**Vendor:** Dooley Tackaberry, Inc.
**Address:** 1515 West 13th Street
Deer Park, TX 77536
**Phone:** (713) 427-3130
**Contact:** David Johnson
**Email:** davidj@dtihome.com
**Website:** www.safetyfire.com
**Federal ID:** 74-0596427
**Accepts RFQs:** Yes
**Contract:** Public Safety & Fire House Supplies & Equipment #363-10
**Effective Date:** 4/1/2011
**Expiration Date:** 3/31/2014
**Payment Terms:** Net 30 days
**Delivery Days:** 60
**Shipping Terms:** Freight prepaid by vendor and added to invoice
**Freight Terms:** FOB Shipping Point
**Ship Via:** Common Carrier
**Quote Reference Number:** DTI2011BuyBoard
**Regions Served:** All Texas Regions
**States Served:** Texas
**Vendor Exceptions:** Freight will be prepaid and added to invoice.
**Return Policy:** Return of new unused equipment within 60 days for standard products with 15% restocking charge, no returns on custom made or special order quantities.

[ Log Out ]

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## Search Results: Public Safety Equipment/Police/Fire/EMS

Help

**Narrow Search by Keyword(s):** Search Back

| Part # / Vendor | Description | Qty | Unit | Price | |
|---|---|---|---|---|---|
| Catalog<br>Dooley Tackaberr | 22% Discount Off Scott Pricelist for all Communication Devices & Systems.**Vendor Reference #DTI2011BuyBoard. Click red "Info" button to see price sheet.** | | EA | $0.00 | Add Info |
| Catalog<br>Dooley Tackaberr | 7% to 19% Discount Off BW Pricelist for all Gas Detection Devices.**Vendor Reference #DTI2011BuyBoard. Click red "Info" button to see price sheet.** | | EA | $0.00 | Add Info |
| Catalog<br>Dooley Tackaberr | 45% Discount Off American Firewear Pricelist for all Protective Clothing & Rescue Gear including Helmets and Gear Bags.**Vendor Reference #DTI2011BuyBoard. Click red "Info" button to see price sheet.** | | EA | $0.00 | Add Info |
| Catalog<br>Dooley Tackaberr | 27% Discount Off Scott Pricelist for Breathing Apparatus.**Vendor Reference #DTI2011BuyBoard. Click red "Info" button to see price sheet.** (Excludes Scott Test Equipment) | | EA | $0.00 | Add Info |
| Catalog<br>Dooley Tackaberr | 45% Discount Off Pelican Pricelist for Flashlights, Batteries, Etc.**Vendor Reference #DTI2011BuyBoard. Click red "Info" button to see price sheet.** | | EA | $0.00 | Add Info |
| Catalog<br>Dooley Tackaberr | 7% Discount Off Koehler/Bright Star Pricelist for Flashlights, Batteries, Etc.**Vendor Reference #DTI2011BuyBoard. Click red "Info" button to see price sheet.** | | EA | $0.00 | Add Info |
| Catalog<br>Dooley Tackaberr | 40% Discount Off Honeywell First Responder Pricelist for all Fire Fighters Protective Boots.**Vendor Reference #DTI2011BuyBoard. Click red "Info" button to see price sheet.** | | EA | $0.00 | Add Info |
| Catalog<br>Dooley Tackaberr | 39% Discount Off Bullard Pricelist for all Protective Clothing & Rescue Gear including Helmets & Gear Bags.**Vendor Reference #DTI2011BuyBoard.** (Fire & Rescue Helmets only.**Vendor Reference #DTI2011BuyBoard.**) **Click red "Info" for prices.** | | EA | $0.00 | Add Info |
| Catalog | 30% Discount Off Thorogood Pricelist for | | | $0.00 | |

city of **mercedes**
It Starts Here!

**MEMO**

**TO:** **Lupita Garcia, UCP Coordinator**

**FROM:** **Olga Rosas, Grants/Fixed Assets Coord.** OR.

**DATE:** **November 10, 2011**

**RE:** **Fire Station/Equipment – Mercedes Fire Dept.**

Attached please find a request for Price Proposal Form for the Mercedes Fire Dept. for the purchase of voice amplifiers and brackets. The items to be purchased through this contract will be utilizing the UC City funds. Any overage will be encumbered by the City's general fund. Upon approval a check from the City will be submitted to cover the overage. Please review and if everything is in order please approve the vendor.

Should you have any questions or require further documentation, please contact Tony Aguilar at (956) 565-3114, Ext. 121.

2011 Funding Available 10,626.00
Purchase Amount 10,907.52
Check needed: 281.52

0 • C
10,626·00 +
10,907·52 -
002
281·52G+

(956) 565-3114 400 So. Ohio Ave. P.O. Box 837 Mercede

282·80 +
281·52 -
002
1·28G+

**City of Mercedes**

**FY 24 (2011) Urban County Expenditures and Balances**

**5011-50-0315-5000-5000**

RECEIVED
NOV 17 2011
PLANNING DEPT

**Fire Station/Equipment**

| | |
|---|---|
| 10,626.00 | Beginning Balance |
| 10,908.80 | (32) Voice Amplifiers and Brackets |
| -282.80 | Amount leveraged by City's Gen. Fund |

THIS DOCUMENT HAS LINEMARK™ LINES IN THE PAPER • HOLD TO LIGHT TO VIEW.

**CITY OF MERCEDES**
**POOLED CASH FUND**
400 SOUTH OHIO
MERCEDES, TEXAS 78570

FIRST NATIONAL BANK
MERCEDES, TEXAS

101111

DATE 11/15/2011

AMOUNT ******282.80

PAY---- TWO HUNDRED EIGHTY TWO & 80/100 DOLLARS ----

TO THE ORDER OF
** URBAN COUNTY PROGRAM **
1916 TESORO BLVD
PHARR, TX 78577

Deanna B. Ivar

MP

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈101111⑈ ⑆114921415⑆ ⑈0074611879⑈

**CITY OF MERCEDES** • POOLED CASH FUND

101111

99-03242 ** URBAN COUNTY PROGRAM **

101111 11/15/2011

| DATE | I.D. | PO # | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 11/15/2011 | 11142011 | | EQUIPMENT | 282.80 |

CDBG FUNDING LEVERAGED BY THE CITY FOR THE PURCHASE OF A TRAINING AED WITH MANIKIN AND SUPPLIES FOR FIRE DEPT

Frank M. Martinez

RECEIVED
NOV 17 2011
PLANNING DEPT

CHECK TOTAL 282.80

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

**Purchasing Department**
"EXHIBIT A"

**TASB Buy Board;**

| CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| | American Tire Distributor<br>Formerly known as Gray's Wholesale Tire | Tires, Tubes & Automotive Parts, Supplies & Equipment | 307-08 | 12/01/2008 - 11/30/2011 |
| | Audio Visual Aids | Audio Visual Equipment & Supplies | 313-09 | 5/01/2009 - 4/30/2012 |
| 10/11/2011 | Automated Logic | Trade Services & Labor for Electrical, Plumbing & HVAC | 375-11 | 6/1/2011-5/31/2014 |
| | B&H Photo-Video Pro Audio Inc. | Stage Curtains , Lighting & Stage / Stadium Sound Systems | 331-09 | 11/01/2009 - 10/31/2012 |
| | BSN Sports | Athletic & PE Supplies & Heavy Duty Exercise Equipment | 336-10 | 4/1/2010 - 3/31/2013 |
| 11/9/2010 | Barcelona Sporting Goods | Athletic, PE, Gym & Exercise Equipment and Supplies | 336-10 | 4/1/2010 - 3/31/2013 |
| 10/12/2010 | Border States Electric | Building Maintenance, Repair & Operation Supplies & Equipment | 339-10 | 6/1/2010 – 5/31/2013 |
| | Auto Supply Burton | Tires, Tubes & Auto Products | 307-08 | 12/01/2008 - 11/30/2011 |
| 6/21/2011 | C&S Safety Supply | First Aid Supplies & Equipment | 374-11 | 6/1/2011-5/31/2014 |
| | Camcor, Inc. | Audio Visual Equipment & Supplies | 313-09 | 5/01/2009 - 4/30/2012 |
| 7/05/2011<br>10/14/2011 | Carrier Corporation | Trade Services & Labor for Electrical, Plumbing & HVAC<br>HVAC Equipment, Supplies & Installation | 375-11<br>384-11 | 6/01/2011-5/31/2014<br>10/1/2011-9/30/2014 |
| 11/8/2011 | Casco Industries, Inc. | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |
| 4/19/2011 | Certified Laboratories Div. of NCH Corp | Motor Fuels, Lubricants & Oils | 314-09 | 06/01/2009 – 05/31/2012 |
| 7/05/2011 | Chemsearch, A Div Of NCH | Grounds Maint. Equip., Irrigation Parts, Supplies & Installation | 373-11 | 6/01/2011-5/31/2014 |
| 8/16/2011 | Chemsearch, A Div Of NCH | Water Treatment Chemicals | 367-10 | 4/1/2011-3/31/2014 |
| 12/13/2010 | Chemsearch, A Div Of NCH | Motor Fuels, Lubricants & Oils | 314-09 | 6/1/2009 – 5/31/2012 |
| | Diaz Floors & Interiors | Indoor & Outdoor Flooring Products & Sports Surfaces | 310-08 | 3/01/2009 - 2/28/2012 |
| 8/9/2011 | Dooley Tackaberry, Inc. | Public Safety & Fire & House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |
| 5/17/2011 | Dream Ranch Office Supplies(CartridgeWorld) | Office Paper & Toner Products | 369-11 | 5/1/2011 – 4/30/2014 |
| 11/01/2011 | EKA | Grounds Maint. Equip., Irrigation Parts, Supplies & Installation | 373-11 | 06/01/2011-05/31/2014 |
| 9/27/2011 | Facility Solutions Group | Energy Saving Lighting Products | 368-10 | 4/1/2011-3/31/2014 |
| 10/25/2011 | Facility Solutions Group | Outdoor Street Lighting | 382-11 | 9/1/2011-8/31/2014 |
| 2/8/2011 | Flaghouse, Inc. | Athletic, PE, Gym & Exercise Equipment and Supplies | 336-10 | 4/1/2010-3/31/2013 |
| 4/5/2011 | GT Distributors, Inc. | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |
| 12/13/2010 | Galls Inc. | Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat | 340-10 | 6/1/2010-5/31/2013 |

**AI-29854** **12. J.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Lupita V. Garcia **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Parks, Recreational Equipment through Hidalgo County's membership and participation with Buy Board, approved vendor Park Place Recreation Design, Inc. (contract #346-10) in the amount of $77,087.00 (quote attached hereto) to include delivery fees, equipment installation and BuyBoard discount as requested by the City of Mercedes. UCP Year 24 (2011) Mercedes Parks Recreational Facility Improvement funds will be utilized.

### BACKGROUND

The playground equipment to be purchased will be placed at 1) HEB Park, and 1) at Walter Collier Sports Complex within the City of Mercedes. Park Place Recreation Design Inc. is an approved vendor through the Buy Board, Contract #346-10. Delivery is expected within 30 days from receipt of purchase order.

Vendor: Park Place Recreation Design, Inc.

Purchase Amount: $77,087.00
Funds Available: $76,987.00 UCP FY 24 (2011) Mercedes Parks, Recreational Facility Imp.
100.00 City of Mercedes General Fund

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Urban County Year 24 (2011) City of Mercedes Parks Recreational Facility Improvement funds and City of Mercedes General Fund will be utilized for the purchase of playground equipment.

## Attachments

City of MErcedes Park Recreational equipment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/28/2011 10:12 AM |
| Perla Lopez | Perla Lopez | 12/01/2011 10:36 AM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Mary Flores Started On: 11/28/2011 08:41 AM

Final Approval Date: 12/02/2011

PARK PLACE
RECREATION DESIGNS, INC.
The Fun Starts HERE!

BuyBoard® Cooperative Purchasing
Park Place Recreation Designs
*Approved Vendor - Proposal #346-10*
www.buyboard.com

City of Mercedes
Quote #09110692
November 9, 2011

Park Place Recreation Designs, Inc.
P. O. Box 18186
San Antonio TX 78218

800-626-0238 FAX: 210-832-0115

| QTY | DESCRIPTION | LIST PRICE | BUY BOARD PRICE | EXTENDED PRICE |
|---|---|---|---|---|
| 1 | #1268 Bench 8' long – *contracted Buy Board discount is minimum of 15%* | ✓ $498.00 | $399.00 | $399.00 |
| 2 | #7147342 Safety Panel Ages 2-12 – *contracted Buy Board discount is minimum of 15%* | 214.00 | 171.50 | 343.00 |
| 1 | #718S070-R1 Tots' Choice Playscape, plastic roofs – *contracted Buy Board discount is minimum of 15%* | 35,511.00 | 28,447.00 | 28,447.00 |
| 1 | #704S043J Tots' Choice Expansion 3 Deck System (list price of equipment when not on sale) – *contracted Buy Board discount is minimum of 15%* | 19,423.00 | 15,538.00 | 15,538.00 |
| 1 | Installation of Equipment – *no Buy Board discount required* | 14,460.00 | 14,460.00 | 14,460.00 |
| 1 | Engineered Wood Fiber Surfacing – *contracted Buy Board discount is 5%* | 8,424.00 | 8,003.00 | 8,003.00 |
| 1 | Installation of wood fiber surfacing – *no Buy Board discount required* | 2,125.00 | 2,125.00 | 2,125.00 |
| 1 | Concrete Curb – *no Buy Board discount required* | 4,158.00 | 4,158.00 | 4,158.00 |
| 1 | Concrete Pad for 8' Bench – *no Buy Board discount required* | 100.00 | 100.00 | 100.00 |
| 2 | Concrete Entry Ramps – *no Buy Board discount required* | 595.00 | 595.00 | 1,190.00 |
| | Shipping – *no Buy Board discount required* | 2,324.00 | 2,324.00 | 2,324.00 |
| | **GRAND TOTAL:** | | | **$77,087.00** |

1.)
2.)
3.)
4.)

city of **mercedes**

**MEMO**

**TO:** **Lupita Garcia, UCP Coordinator**

**FROM:** **Olga Rosas, Grants/Fixed Assets Coord.** OR.

**DATE:** **November 11, 2011**

**RE:** **PFI – Parks & Recreation**

Attached please find the 2nd Revised Price Proposal Form along with back up documentation on the Mercedes Parks and Recreation purchase of two (2) Playscapes and one (1) bench. The items to be purchased will be through the UC City funds. Any overage will be encumbered by the City's general fund. Check #100749 dated 10/11/2011 had already been submitted. Please review and if all is in order please approve the vendor.

Should you have any questions or require further documentation, please contact Tony Aguilar at (956) 565-3114, Ext. 121. Thank you.

# COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

## Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

**Name of Cooperative:** BuyBoard **Person Contacted:** Marilyn Ahrens/Andy Ahrens

**PURCHASE #1** **Vendor Name:** Park Place Recreation Design, Inc. **Contract No. :** 346-10 **Phone:** 1-800-626-0238

| Quantity | Description of Items | Price per Unit | Total Amount |
|---|---|---|---|
| 1 | #1268 – 8' Bench | 399.00 | 399.00 |
| 2 | # 7147342 – Safety Panel Ages 2-12 | 171.50 | 343.00 |
| 1 | #718S070-R1 – Tot's Choice Playscape w/ plastic roofs | 28,447.00 | 28447.00 |
| 1 | #704S043J – Tot's Choice Expansion 3 Deck System | 15,538.00 | 15,538.00 |
| 1 | Installation of Equipment | 14,460.00 | 14,460.00 |
| 1 | Engineered Wood Fiber Surfacing | 8,003.00 | 8,003.00 |
| 1 | Installation of Wood Fiber Surfacing | 2,125.00 | 2,125.00 |
| 1 | Concrete Curb | 4,158.00 | 4,158.00 |
| 1 | Concrete Pad for 8' Bench | 100.00 | 100.00 |
| 2 | Concrete Entry Ramps | 595.00 | 595.00 |
| | Shipping/Freight | 2,324.00 | 2,324.00 |
| | | TOTAL: | 77,087.00 |

**Name of Cooperative:** _____ **Person Contacted:** _____

**PURCHASE #2** **Vendor Name:** _____ **Contract No. :** _____ **Phone:** _____

| Quantity | Description of Items | Price per Unit | Total Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | TOTAL: | |

**Requested by:** Olga Rosas **Date** 11/11/2011 **UCP Approval:** _____ **Date** 11/17/11

UCA-5

REVSED JANUARY 2011

## Vendor Contract Information

Proposal Documents | Back

**Vendor:** Park Place Recreation Design, Inc.
**Address:** 4225 Woodburn
San Antonio, TX 78218
**Phone:** (210) 821-5878
**Contact:** Marilyn Ahrens
**Email:** marilyn@miracleparkplace.com
**Federal ID:** 74-2336170
**Accepts RFQs:** Yes
Parks, Recreation & Field Lighting Products & Installation
**Contract:** #346-10
**Effective Date:** 10/1/2010
**Expiration Date:** 9/30/2013
**Payment Terms:** Net 30 days
**Delivery Days:** 30
**Shipping Terms:** Freight prepaid by vendor and added to invoice
**Freight Terms:** FOB Shipping Point
**Ship Via:** Common Carrier
**Quote Reference Number:** 346-10
**Regions Served:** Texas Regions 1-3, 13, 15, 20
**States Served:** Texas
**Return Policy:** 20% restocking fee.

[ Log Out ]

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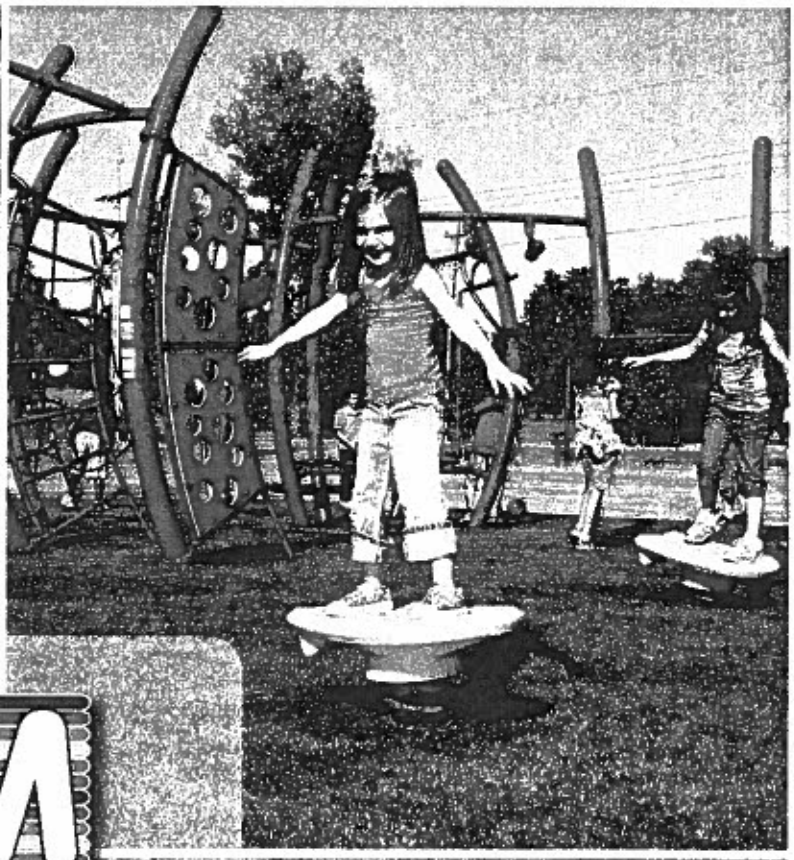
## Search Results: Parks & Recreation Supplies & Equipment/Field Lighting

**Narrow Search by Keyword(s):** Search Back

| Part # / Vendor | Description | Qty | Unit | Price | |
|---|---|---|---|---|---|
| Catalog Park Place Recre | 15% Discount Off Miracle Recreation Equipment Co Catalog for Playground Sports Equipment. **Texas Regions 1-3, 13, 15, 20 only.** | | EA | $0.00 | Add Info |
| Catalog Park Place Recre | Installation is 25% of equipment cost for Bleachers & Seating Systems | | EA | $0.00 | Add Info |
| Installation Park Place Recre | Installation of Playground Equipment | | EA | $0.00 | Add Info |
| Catalog Park Place Recre | Installation is 25% of equipment cost for All Other Park Related Products | | EA | $0.00 | Add Info |
| Catalog Park Place Recre | Installation is 40% of equipment cost for Park Buildings & Shelters | | EA | $0.00 | Add Info |
| Catalog Park Place Recre | 5% Discount Off Miracle Recreation Equipment Co Catalog for All Parts. **Texas Regions 1-3, 13, 15, 20 only.** | | EA | $0.00 | Add Info |
| Catalog Park Place Recre | 5% Discount Off Miracle Recreation Equipment Co Catalog for All Other Parks & Recreation Products. **Texas Regions 1-3, 13, 15, 20 only.** | | EA | $0.00 | Add Info |
| Catalog Park Place Recre | 7% Discount Off Belair Ramparts Skatepark Systems Catalog for Skate Parks. **Texas Regions 1-3, 13, 15, 20 only.** | | EA | $0.00 | Add Info |
| Catalog Park Place Recre | 5% Discount Off Park Environments Catalog for Playground & Park Amenities. **Texas Regions 1-3, 13, 15, 20 only.** | | EA | $0.00 | Add Info |
| Catalog Park Place Recre | 15% Discount Off Miracle Recreation Equipment Co | | EA | $0.00 | Add Info |



MIRACLE
RECREATION EQUIPMENT COMPANY

# 2011 Pricelist & Workbook

Effective 12/23/10

| VERIFICATION OF PRICE LIST FOR PARK PLACE RECREATION DESIGN INC. | | | |
|---|---|---|---|
| BUY BOARD CONTRACT NO. 346-10 | | | |
| **Page No.** | **Item No.** | **Description** | **List Price** |
| | | **PLAYSCAPE # 718S070-R1** | |
| 84 | 1268 | 8" BENCH, 2- 3/8' LEGS M'THERM-PERM | $ 498.00 |
| 189 | 7147342 | SAFETY PANEL AGES 2-12 FREE STANDING | $ 214.00 |
| 214 | 7185494 | 3 1/2" OD X 118" Post (4' Deck) | $ 122.00 |
| 214 | 718552 | 3 1/2" OD X 130" Post (3' to 5' Deck) | $ 133.00 |
| 214 | 718573 | 3 1/2" OD X 162" Post for Roof 3'6" to 5' Dk) | $ 135.00 |
| 215 | 718856L9 | 90 DEG LEVEL RAMP BTWN DECKS | $ 1,808.00 |
| 57 | 718968 | CURVED LOOP CLIMBER (3' OR 4' DECK) | $ 486.00 |
| 43 | 7185029 | SQUARE DECK (ATTACHES TO 4 POSTS) | $ 585.00 |
| 45 | 7186155 | MONSTER PIPE CLIMBER STRAIGHT (4' & 5' DECK) | $ 1,258.00 |
| 47 | 7187132B | PUPPET STAGE PANEL (BELOW DECK ONLY) | $ 635.00 |
| 47 | 7187135B | DOOR PANEL (BELOW DECK ONLY) | $ 635.00 |
| 47 | 7187143 | POLICE CAR PANEL W/WHEEL | $ 635.00 |
| 49 | 7187285 | BUMP & GLIDE SLIDE-ONE PIECE (5' DECK) | $ 1,897.00 |
| 50 | 7187555E | HONEYCOMB CLIMBER W/ARCH ENCLOSURE (5'DECK) | $ 1,236.00 |
| 50 | 7087631 | CRITTER PUZZLE PANEL | $ 704.00 |
| 51 | 718632B | TIC-TAC-TOE PANEL (BELOW DECK) | $ 840.00 |
| 51 | 7187633B | 3-LETTER WORD SPELL PANEL (BELOW DECK) | $ 840.00 |
| 51 | 71877441 | BONGO STEPS W/HAND SUPPORTS (4' DECK) | $ 1,084.00 |
| 52 | 71881059 | ADA STAIRS BTWN DECKS W/1' RISE OPEN HR | $ 592.00 |
| 52 | 71881206 | 6" RISER PLATE FOR 90 DEG L RAMP (856L MODELS) | $ 61.00 |
| 53 | 7188404 | L TUBE SLIDE ROCKITE LH (5' DECK) | $ 1,890.00 |
| 54 | 7188614 | 60" SQUARE ROOF-SHINGLE DOUBLE WALL | $ 687.00 |
| 54 | 71887530 | LOOK-OUT BUBBLE PANEL 30 DEGREES | $ 635.00 |
| 55 | 7189071 | L SLIDE RH W/CANOPY (3' DECK) | $ 795.00 |
| 55 | 7189175 | CURVED TENSILE CLIMBER (5' DECK) | $ 675.00 |
| 57 | 7189765 | BUMPER LADDER (5' DECK) | $ 738.00 |
| 219 | 718851359 | SQUARE TRANSFER POINT W/OPEN HR (3' DECK) | $ 1,441.00 |
| | | **PLAYSCAPE # 7045043J** | |
| 229 | 7045029 | SQUARE DECK ATTACHES TO (4) 3-1/2' POSTS | $ 725.00 |
| 62 | 7046194 | POD HOPPER (4" DECK) | $ 2,490.00 |
| 64 | 7046385 | GROOVE II SLIDE-ONE PIECE (5-DECK) | $ 1,235.00 |
| 68 | 70474859 | 6'2" TYPHOON II SLIDE 360 DEG (5' DECK) | $ 4,326.00 |
| 71 | 704796P1 | BELL (POST MOUNT) | $ 115.00 |
| 71 | 7048109 | ADA STAORS BETWEEM DECLS W/1' RISE | $ 798.00 |
| 71 | 7048153 | VERTICAL LADDER CLIMBER (3' DECK) | $ 473.00 |
| 73 | 704851359 | SQUARE TRANSFER POINT W/OPEN HR (3' DECK) | $ 1,602.00 |
| 73 | 7048614 | SQUARE ROOF, DOUBLE WALL | $ 761.00 |
| 75 | 70487530 | LOOK OUT BUBBLE PANEL 30 DEGREE | $ 670.00 |
| 75 | 704900P1 | STEERING WHEEL (POST MOUNT) | $ 115.00 |
| 75 | 7049071 | L SLIDE RH , ROCKLITE (3' DECK) | $ 850.00 |
| 79 | 70499226 | COMMAND POST W/WHEEL | $ 762.00 |
| 214 | 7185494 | 3 1/2" OD X 118" Post (4' Deck) | $ 122.00 |
| 214 | 718572 | 3 1/2" OD X 138 POST FOR ROOF (3'DK OR LESS) | $ 116.00 |
| 214 | 718573 | 3 1/2" OD X 162" Post for Roof 3'6" to 5' Dk) | $ 135.00 |

Prices verified by UCP staff from the 2011 Pricelist & workbook Effective 12-23-2010.
all items are subject to minimum of 15% discount as per BuyBoard Contract # 346-10

**guadalupe.garcia**

**From:** Andy Ahrens [andy@miracleparkplace.com]
**Sent:** Wednesday, November 16, 2011 4:26 PM
**To:** guadalupe.garcia
**Cc:** Marilyn Ahrens
**Subject:** Re: Miracle Recreation Component Price List
**Attachments:** ATTACHMENT_1_BuyBoard_Submittal.pdf; ATT00049.htm; ATTACHMENT_2_EngineeredWoodFiber_PRICING.jpg; ATT00052.htm

Mrs. Garcia,

I've attached a few supporting files for your review. Attachment 1 includes excerpt pages from our contract bid with the BuyBoard. Attachment 2 is a screen shot from our website regarding the engineered wood fiber surfacing. Please note the following:

Item 1) Installation- reference Attachment 1, page 4. Installation is based on the list price of the equipment, and starts at 25% of the equipment list price. Other site factors may account for allowed increases in this installation amount. There is no discount required for this item.

Item 2) Engineered Wood Fiber surfacing- reference Attachment 2. This screen shot from our website shows the list delivered pricing for engineered wood fiber to the three main parts of our territory. The 5% BuyBoard discount is issued off of the listed amount.

Items 3-5) Concrete Work- the concrete curb, concrete pad for bench, and concrete entry ramps are custom construction activities based on specific project requirements. These items serve as containment for the engineered wood fiber surfacing and generally would be included in the installation line item since they are required based on the particular installation site. On this particular project, the city wanted to see individual line items in order to compare the concrete border to other potential border materials.

Item 6) Shipping- reference Attachment 1, page 3. Freight charges are set by the manufacturer based on the total weight of the equipment and current fuel/transportation costs. There is not a price list available for freight charges.

Please reference Attachment 1, page 2 for information regarding the level of discount that we have issued in our proposal. Per our BuyBoard contract, we are required to issue *at least* discount that is listed in our contract. Depending on the total size of the project we are allowed the opportunity to offer a greater discount than the minimum requirement, which we have done for the City of Mercedes park project.

Sincerely,
Andy

***Andy Ahrens***
Park Place Recreation Designs, Inc.
P.O. Box 18186
San Antonio, TX 78218
P: 800-626-0238 F: 210-832-0115
www.miracleparkplace.com

PAGE EXCERPTS FROM PARK PLACE RECREATION DESIGNS APPROVED BUYBOARD BID SUBMITTAL

# BID FOR
# PARKS, RECREATION & FIELD LIGHTING PRODUCTS AND INSTALLATION

## PROPOSAL NUMBER: 346-10

## PROPOSAL OPENING DATE:

## APRIL 6, 2010
## 2:30 P. M.

## THE LOCAL GOVERNMENT PURCHASING COOPERATIVE

**SUBMITTED BY:**

**PARK PLACE RECREATION DESIGNS, INC.**
**P. O. BOX 18186 SAN ANTONIO TX 78218**

www.miracleparkplace.com
Representing Miracle Recreation Equipment Company
P. O. Box 18186 - San Antonio, Texas 78218
210/821-5878 - 800/626-0238 - Fax: 210/832-0115

**NOTE: pricelist/catalog must be submitted with proposal response or response will not be considered.**

| | | | | | |
|---|---|---|---|---|---|
| 12 | Discount Off Catalog for Skate Parks | For All **Skate Park Products, Attachments & Accessories** - please state the Discount Off Catalog or Pricelist | 7% | Belair Ramparts Skatepark Systems | |
| 13 | Discount Off Catalog for Water Parks | For All **Water Park Products, Attachments & Accessories** - please state the Discount Off Catalog or Pricelist | NO BID | | |
| 14 | Discount Off Catalog for All Other Parks & Recreation Products | For **All Other Parks & Recreation Products** -- please state the Discount Off Catalog or Pricelist | 5% | Miracle Recreation Equip. Co. | No Discount on "sale" items |
| **Item No.** | **Short Description** | **Section II: Installation - Installation costs will be based on most current edition of the RS Means Construction Cost Data Book & applicable city cost index.** | **Coefficient or Discount based on RS Means Construction Cost Data Book for all Installation** | | |
| 15 | Installation of Playground Equipment | **Installation of Playground Equipment** * | *25% | | |
| 16 | Installation of Outdoor Scoreboards | **Installation of Outdoor Scoreboards** | NO BID | | |
| 17 | Installation of Signage Products | **Installation of Signage Products, Marquees, Etc.** | NO BID | | |
| 18 | Installation of Bleachers & Seating Systems | **Installation of Bleachers & Seating Systems** * | * 25% | | |
| 19 | Installation of Park Buildings & Shelters | **Installation of Park Buildings & Shelters** * | * 40% | Includes Fabric Shade Structures | |
| 20 | Installation of All Other Park Related Products | **Installation of All Other Park Related Products** * | * 25% | | |

* 
- Additional Installation costs that may be added to the percentage of list price shown above may be based on: site conditions, location of site, accessibility to the site, rocky ground requiring jackhammer to dig footings, and special equipment needed such as cranes or lifts. Installation costs are quoted on a "per job" basis.
- Additional Installation costs relating to Shade Structure installations may be based on International Building Code requirements specific to a customer's area, which may require larger concrete footings, etc.

4

BuyBoard™

# REFERENCE & PRICE/DISCOUNT INFORMATION

**PART I:** For proposal response to be considered each vendor must supply a minimum of five (5) references, preferably governmental entities in Texas. Please fill out all of the following information including existing price/discounts offered to each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in this proposal with prices/discounts offered to other governmental customers.

| | Entity Name | Contact | Phone# | Discount | Quantity/ Volume | FOB Term |
|---|---|---|---|---|---|---|
| 1. | Northside ISD | Linda Seewald | 210-397-8630 | 5-15% | 200,000 | Factory |
| 2. | North East ISD | Jorge Cabella | 210-804-7270 | 5-15% | 200,000 | Factory |
| 3. | Corpus Christi ISD | Elaine Colwell | 361-886-9100 | 5-15% | 150,000 | Factory |
| 4. | Weslaco ISD | Andres Sanchez | 956-969-6518 | 5-15% | 75,000 | Factory |
| 5. | Harlingen CISD | Antonio Gracia | 956-430-9740 | 5-15% | 150,000 | Factory |

Attach sheet(s) as necessary

Do any deviations from your written policies or standard governmental sales practices disclosed in the above chart ever result in better discounts (lower prices) than indicated? YES ☒ NO ☐. If YES, explain deviations: can be better discounts based on overall volume/amount of project

**PART II:** For proposal response to be considered each vendor must submit their marketing strategy if awarded this proposal or a portion thereof. (Example: how will your company inform the Buyboard membership of your company's contract with the Buyboard initially and how will your company continue to support the Buyboard for the duration of the contract period?) (Attach additional pages if necessary.) See next page

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Park Place Recreation Design Inc.
Company Name

Robert K. Ahern
Signature of Authorized Company Official

BuyBoard™

# DEVIATION & COMPLIANCE SIGNATURE FORM

If the undersigned proposer intends to deviate from the General Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Cooperative will consider any deviations in its proposal award decisions, and the Cooperative reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the Cooperative of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

☐ No Deviations
☒ Yes Deviations

List any deviations your company is submitting below: Delivery of most items is 30 days ARO
Complete freight charges/handling charges are quoted at time of proposals to customers.
Freight charges are NOT included in manufacturers' price lists or catalogs.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Delivery Terms: ☐ FOB Destination (freight included in price) ☒ FOB Shipping Point **(deviation to specs)**
2. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Other: _____
4. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other: _____
5. Number of Days for Delivery: 30 ARO
6. Vendor Reference/Quote Number: _____
7. State your return policy: 20% restocking fee
8. Are electronic payments acceptable to your company: ☒ Yes ☐ No

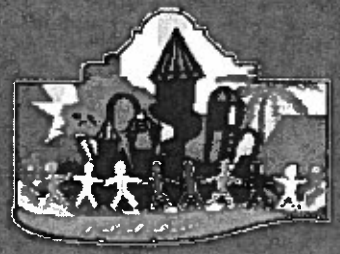
Park Place Recreation Designs Inc
Company Name

Roberto K. Ahumada
Signature of Authorized Company Official

http://miracleparkplace.com/index/predesigned/search/SafetySurfacing.htm

Google

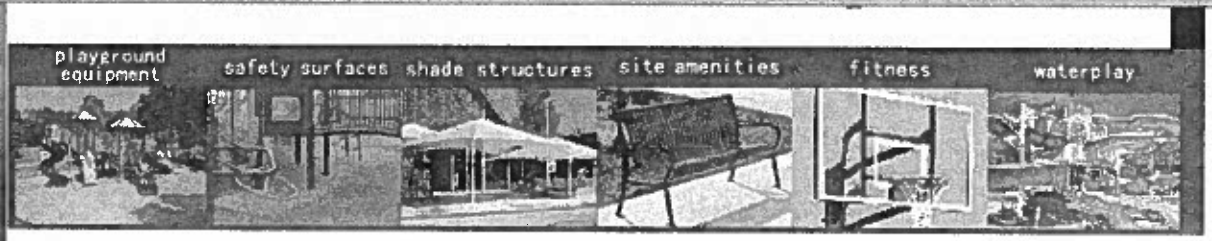
Clip to Evernote | Google Maps | Miracle REPS Old | Miracle REPS New | Park Place | Webmail | Sof'Fall | SunPorts | GT Grandstands | Coverworx | Paris Equip | FLICKR | Y



Park Place Recreation
Designs, Inc
P.O. Box 18186
San Antonio, TX 78218

800-626-0238 (tel.)
210-832-0115 (fax)
fun@miracleparkplace.com



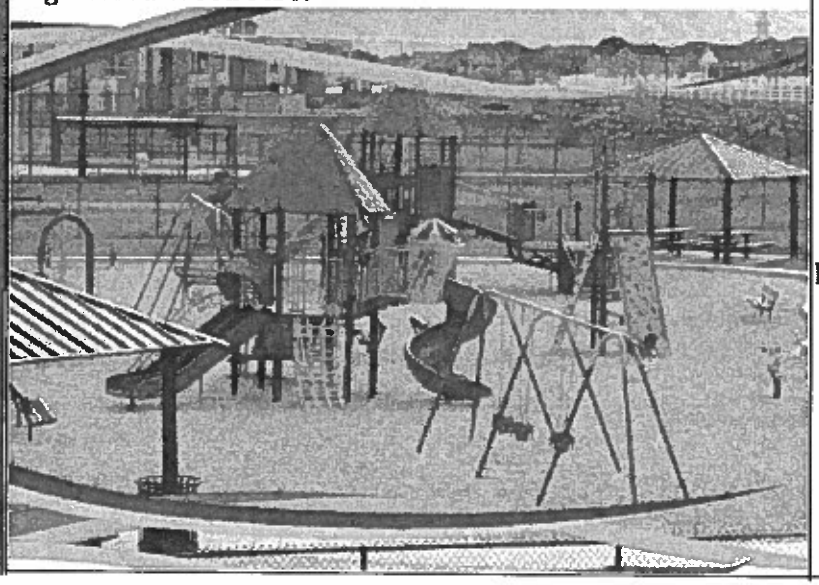



# Park Environments

## 2011 Catalog

### Site Amenities

Safety Surfacing

| Image | Model # | Price | Description |
|---|---|---|---|
| Engineered Wood Fiber  | PK-EWF | Rio Grande Valley: $60.17/yard<br>Corpus Christi: $54.40/yard<br>San Antonio: $49.80/yard | Engineered Wood Fiber, Includes geotextile fabric and delivery. Price based on 140 cubic yard truckload. Price will vary with other quantities |

**guadalupe.garcia**

**From:** Connie Burkett [Connie.Burkett@tasb.org]
**Sent:** Thursday, November 17, 2011 9:09 AM
**To:** 'guadalupe.garcia'
**Cc:** 'Olga Rosas'; 'antonio.barco'; 'Oscar Garza'
**Subject:** RE: Playground Quote Revision attached
**Attachments:** Mercedes BB Quote.pdf

Ms Garcia:

The pricing from Park Place Recreational is in accordance with BuyBoard contract 346-10. On the quote, the vendor shows list (retail) pricing, the discounted BuyBoard price, and the extended price. Except for the engineered wood fiber surfacing, each line item eligible for reduced pricing received a greater discount from the vendor than is required under their BuyBoard contract.

Under the terms of the contract, the vendor is only required to provide the following price reductions:

| Line Item | Description | List Price | MINIMUM Discount | MINIMUM Ext Price | Quote |
|---|---|---|---|---|---|
| Line Item 1 | 1268 | $498.00 | 15% | $423.30 | Additional discount of $24.30 |
| Line Item 2 | 7147342 | $214.00 x 2 | 15% | $363.80 | Additional discount of $20.80 |
| Line Item 3 | 718S070-R1 | $35,511.00 | 15% | $30,184.35 | Additional discount of $1,737.35 |
| Line Item 4 | 704S043J | $19,423.00 | 15% | $16,509.55 | Additional discount of $971.55 |
| Line Item 6 | Wood Fiber | $8,424.00 | 5% | $8,003.00 | No additional discount |
| | | | | | $2,754.00 total additional discount |

It is acceptable for vendors to give discounts greater than the contract requirements when the vendor feels it is warranted.

Respectfully,

Connie W. Burkett, CTPM
Purchasing / Marketing Specialist
Service Representative
Regions 8, 9, 10, 11, 14

Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

-----Original Message-----
From: guadalupe.garcia [mailto:guadalupe.garcia@ucp.co.hidalgo.tx.us]
Sent: Wednesday, November 16, 2011 10:38 AM
To: Connie Burkett
Cc: 'Olga Rosas'; 'antonio.barco'
Subject: FW: Playground Quote Revision attached

Mrs. Burkett:
Can you please verify that the List Price and the Buy Board Discounted prices are in accordance with the Buy Board regulations, and comply with Contract No. 346-10 for Park Place Recreational Designs, Inc.

Should you have any questions please feel free to contact me at your earliest convenience.
Thank you so much for your assistance and cooperation.
Lupita V. Garcia, UCP Coordinator II
956-787-8127 ext. 2237.

-----Original Message-----
From: Marilyn Ahrens [mailto:marilyn@miracleparkplace.com]
Sent: Wednesday, November 09, 2011 4:59 PM
To: Olga Rosas
Cc: Andy Ahrens; guadalupe.garcia
Subject: Re: Playground Quote Revision attached

Okay - here is the version that Ms. Garcia has approved.

Marilyn Ahrens
Park Place Recreation Designs, Inc.
P. O. Box 18186 San Antonio TX 78218
800-626-0238 210-821-5878
FAX: 210-832-0115
marilyn@miracleparkplace.com

**AI-29949** **13. A.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Texas Indigent Defense Grant (1282):
1. Approval of certification of revenues as certified by the County Auditor for the Texas Indigent Defense grant.
2. Approval of appropriation of funds in the amount of $303,791.00.
3. Approval to create the following full-time positions:

| Slot No. | Position Title | Grade |
|---|---|---|
| G001 | Public Defender III | 16 |
| G002 | Public Defender II | 14 |
| G003 | Social Worker | 11 |
| G004 | Administrative Assistant I | 4 |

4. Approval to add the Social Worker and Public Defender III classifications to the Hidalgo County Position Inventory.
5. Approval of salary schedule.

### BACKGROUND

Grant accepted and approved by Commissioners' Court on 10/04/11.
Resolution to apply for grant approved on 02/22/11.

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1282-412-30-085-004-2-XXX

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

### BUDGETARY IMPACT:

Appropriation of funds in the amount of $303,791.00 for the Public Defenders' Juvenile Section. Grant period is from 10/01/2011 to 09/30/2012.

1.) Revenue Acct # 1-1282-334-10-085-004-2-000 "Public Defender's Juvenile Section Revenue"

2.) Monies in the amount of $20,758.00 has already been appropriated in TRANSFERS IN to cover the County's 20% Cash Match portion.

3.) Monies in the amount of $40,000.00 are to be unreserved from acct # 1-1100-250-20-000-024-0-000 "Reserved Indigent Defense Grant"

## Attachments

Certification of Revenues
Appropriation
pars
Job Descriptions
fiscal note
revised salary schedule
budget adjustment approval
grant documents

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Sylvia Solis (Originator) | Sylvia Solis | 12/01/2011 01:02 PM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 01:21 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Sylvia Solis Started On: 11/30/2011 05:15 PM

Final Approval Date: 12/02/2011

# COUNTY of HIDALGO

EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*Hidalgo County Administration Building*
*2808 South Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

September 13, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

**RE: Certification of Revenue**

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Indigent Defense Commission. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

| AMOUNT | PURPOSE |
|---|---|
| $243,033.00 | Award No. 212-12-D09<br>Hidalgo County Public Defender's Office – Juvenile Section |

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/15/11
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

**DATE:** November 28, 2011

**2011**
**Appropriation**

**DEPARTMENT HEAD:** Jaime E. Gonzalez

**DEPARTMENT NAME:** Public Defender's Office

**ACCOUNT NUMBER:** 1-1282-412-30-085-004-2-xxx

**Contact Person:** Patti Loya **Ph#:** (956) 292-7040 ext. 5433

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | | AMOUNT | |
|---|---|---|---|---|
| | **PERSONNEL** | | | |
| 1-1282-412-30-085-004-2-113 | Public Defender's Juvenile Section | Full-time Employees | 172,838.00 | |
| | **FRINGE BENEFITS** | | | |
| 1-1282-412-30-085-004-2-211 | Public Defender's Juvenile Section | Health Insurance | 16,656.00 | |
| 1-1282-412-30-085-004-2-212 | Public Defender's Juvenile Section | Life Insurance | 108.00 | |
| 1-1282-412-30-085-004-2-220 | Public Defender's Juvenile Section | Social Security & Medicare (FICA) | 13,222.11 | |
| 1-1282-412-30-085-004-2-230 | Public Defender's Juvenile Section | Retirement | 17,197.38 | |
| 1-1282-412-30-085-004-2-250 | Public Defender's Juvenile Section | Unemployment | 864.20 | |
| 1-1282-412-30-085-004-2-260 | Public Defender's Juvenile Section | Workers' Comp. | 306.27 | |
| | **TRAINING & TRAVEL** | | | |
| 1-1282-412-30-085-004-2-581 | Public Defender's Juvenile Section | In-County Travel | 1,500.00 | |
| 1-1282-412-30-085-004-2-583 | Public Defender's Juvenile Section | Out-of County Travel | 2,500.00 | |
| 1-1282-412-30-085-004-2-584 | Public Defender's Juvenile Section | Registration fees | 1,100.00 | |
| | **EQUIPMENT** | | | |
| 1-1282-412-30-085-004-2-661 | Public Defender's Juvenile Section | Minor Office Equipment | 6,750.00 | |
| 1-1282-412-30-085-004-2-745 | Public Defender's Juvenile Section | Computer Equipment | 7,000.00 | |
| | **SUPPLIES** | | | |
| 1-1282-412-30-085-004-2-342 | Public Defender's Juvenile Section | Information Services | 3,888.00 | |
| 1-1282-412-30-085-004-2-532 | Public Defender's Juvenile Section | Wireless Device | 480.00 | |
| 1-1282-412-30-085-004-2-601 | Public Defender's Juvenile Section | Office & Computer Supplies | 4,690.00 | |
| 1-1282-412-30-085-004-2-640 | Public Defender's Juvenile Section | Reference Materials | 1,000.00 | |
| 1-1282-412-30-085-004-2-780 | Public Defender's Juvenile Section | Capital Leases | 2,638.00 | |
| 1-1282-412-30-085-004-2-810 | Public Defender's Juvenile Section | Membership Dues | 1,000.00 | |
| | **CONTRACT SERVICES** | | | |
| 1-1282-412-30-085-004-2-441 | Public Defender's Juvenile Section | Rental of Land & Bldg. | 48,000.00 | |
| 1-1282-412-30-085-004-2-312 | Public Defender's Juvenile Section | Indirect Costs | 2,053.05 | |
| | | **TOTAL APPROPRIATION:** | **303,791.00** | |
| 1-1282-334-10-085-004-2-000 | Public Defender's Juvenile Section | Revenue | 243,033.00 | |
| 1-1100-491-01-000-282-2-891 | Transfers In- | General Fund | 0.00 | * |
| 1-1100-250-20-000-024-0-000 | Reserved Indigent Defense Grant | | 0.00 | ** |
| | | **TOTAL REVENUE:** | **243,033.00** | |
| | | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | **303,791.00** | |

**REASON:** Appropriation of funds for the Public Defenders' Juvenile Section. Grant period is from 10/01/2011 to 09/30/2012.
*** $20,758.00 has already been appropriated to cover the County's 20% Cash Match portion.**
**** Monies in the amount of $40,000.00 are to be unreserved from acct # 1-1100-250-20-000-024-0-000 "Reserved Indigent Defense Grant"**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

# HIDALGO COUNTY

## CLASSIFICATION COMMITTEE RECOMMENDATION FORM

**DEPARTMENT NAME:** PUBLIC DEFENDER **DATE:** 11/3/2011

**DEPARTMENT NUMBER:** 085 **PROGRAM NUMBER:** 004

**CURRENT SLOT #:** G001 **NO. OF POSITIONS:** 1

**DEPARTMENT CLASSIFICATION REQUEST-** *CLASSIFICATION*

**CURRENT**

| N/A | N/A |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**REQUESTED GRADE/ TITLE:**

| PUBLIC DEFENDER III | $58,888.00 (G16 S1) |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**COMMITTEE RECOMMENDATION**

| PUBLIC DEFENDER III | $58,888.00 (G16 S1) |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**COMMENTS:**

CLASSIFICATION FOR THE PROPOSED POSITION UNDER THE CLASSIFICATION & COMPENSATION PAY PLAN POSITION INVENTORY. (CLASSIFICATION COMMITTEE MEETING IS NOT REQUIRED)

**SIGNATURES**

| | |
|---|---|
| **Human Resources Representative** | 12/1/2011 Date |
| **County Treasurer Representative** | 11/30/11 Date |
| **Budget & Management Representative** | 11/30/2011 Date |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDERS (085-004) DATE: 12/1/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT #: G001

REQUESTED POSITION TITLE: PUBLIC DEFENDER III

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: (Grade 16/ Step 1)

| $ 0.00 | $ 58,888.00 | $ 58,888.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

HIDALGO COUNTY SEEKS TO IMPROVE THE QUALITY OF REPRESENTATION TO JUVENILE INDIGENT RESPONDENTS BY ESTABLISHING A JUVENILE SECTION WITH THE HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE AND BY THE CREATION OF THIS SECTION THE POSITIONS ARE NEEDED.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 12/1/11 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | HUMAN RESOURCES DIRECTOR | 12/1/2011 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 11/30/11 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY

## CLASSIFICATION COMMITTEE RECOMMENDATION FORM

**DEPARTMENT NAME:** PUBLIC DEFENDER **DATE:** 11/3/2011

**DEPARTMENT NUMBER:** 085 **PROGRAM NUMBER:** 004

**CURRENT SLOT #:** G003 **NO. OF POSITIONS:** 1

**DEPARTMENT CLASSIFICATION REQUEST-** *CLASSIFICATION*

**CURRENT**

| N/A | N/A |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**REQUESTED GRADE/ TITLE:**

| SOCIAL WORKER | $40,078.00 (G11 S1) |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**COMMITTEE RECOMMENDATION**

| SOCIAL WORKER | $40,078.00 (G11 S1) |
|---|---|
| **Classification/Position Title** | **Pay Grade/Salary** |

**COMMENTS:**

CLASSIFICATION FOR THE PROPOSED POSITION UNDER THE CLASSIFICATION & COMPENSATION PAY PLAN POSITION INVENTORY. (CLASSIFICATION COMMITTEE MEETING IS NOT REQUIRED)

**SIGNATURES**

| | |
|---|---|
| **Human Resources Representative** | 12/1/2011 Date |
| **County Treasurer Representative** | 11/30/11 Date |
| **Budget & Management Representative** | 11/30/2011 Date |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDERS (085-004) DATE: 12/1/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT #: G003

REQUESTED POSITION TITLE: SOCIAL WORKER

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: (Grade 11/ Step 1)

| $ 0.00 | $ 40,078.00 | $ 40,078.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

HIDALGO COUNTY SEEKS TO IMPROVE THE QUALITY OF REPRESENTATION TO JUVENILE INDIGENT RESPONDENTS BY ESTABLISHING A JUVENILE SECTION WITH THE HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE AND BY THE CREATION OF THIS SECTION THE POSITIONS ARE NEEDED.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | Date 12/1/11 | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | HUMAN RESOURCES DIRECTOR | Date 12/1/2011 | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date 11/30/11 | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDERS (085-004) DATE: 12/1/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT #: G002

REQUESTED POSITION TITLE: PUBLIC DEFENDER II

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: (Grade 14/ Step 1)

| $ 0.00 | $ 50,487.00 | $ 50,487.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [X] | Exempt | [X] |
| Non-Exempt | [ ] | Non-Exempt | [ ] |
| N/A | [ ] | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

HIDALGO COUNTY SEEKS TO IMPROVE THE QUALITY OF REPRESENTATION TO JUVENILE INDIGENT RESPONDENTS BY ESTABLISHING A JUVENILE SECTION WITH THE HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE AND BY THE CREATION OF THIS SECTION THE POSITIONS ARE NEEDED.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 12/1/11 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | HUMAN RESOURCES DIRECTOR | 12/1/2011 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 11/30/11 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDERS (085-004) DATE: 12/1/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT #: G004

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: (Grade 4/ Step 1)

| $ 0.00 | $ 23,385.00 | $ 23,385.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:** N/A

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

HIDALGO COUNTY SEEKS TO IMPROVE THE QUALITY OF REPRESENTATION TO JUVENILE INDIGENT RESPONDENTS BY ESTABLISHING A JUVENILE SECTION WITH THE HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE AND BY THE CREATION OF THIS SECTION THE POSITIONS ARE NEEDED.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] YES | [ ] NO |
| 2. | HUMAN RESOURCES DIRECTOR | Date 12/1/2011 | PERSONNEL PROCEDURES COMPLETED | [✓] YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date 11/30/11 | BUDGET PROCEDURES COMPLETED | [✓] YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | |

# PUBLIC DEFENDER II

**GRADE: 14**

## GENERAL DESCRIPTION

Performs routine (journey-level) attorney work. Work involves examining and preparing legal documents, rendering legal advice and counsel, conducting hearings, and assisting in preparing cases for trial; May train others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Advises staff and the public on legal matters and the interpretation and application of county laws and regulations

Prepares legal opinions, briefs, contracts, proposals, and reports

Conducts or assists in conducting administrative, regulatory, evidentiary, and enforcement hearings

Researches points of law involved in hearings to determine the validity and completeness of cases cited

Investigates alleged law violations and prepared reports of findings

Assists in preparing cases for court trial and in representing the county in matters before court as appropriate

May preside over administrative hearings to set rates, suspend or cancel permits, assess penalties, or consider related matters; to rule on procedural and evidentiary issues; to prepare proposals for decisions; and develop administrative records

May draft memoranda on regulatory matters and administrative rules for the *Texas Register*

May draft or assist in drafting bills and amendments for legislative consideration

May provide research for policy and process questions

May serve as a liaison with complainants to be represented in an administrative hearing or with their authorized representatives

May train others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two to three (2-3) years of experience in legal work; Graduation from an accredited law school with a Bachelor of Laws (LL.B.) or a Juris Doctor (J.D.) degree. Member must be in good standing with the State Bar of Texas.

### Knowledge, Skills, and Abilities

Knowledge of legal principles, practices, and proceedings; and of laws, regulations, and rules related to the county.

Skill in legal research, writing, and analysis

Ability to conduct hearings, to prepare opinions and briefs, to prepare cases for trial, to conduct research, to summarize findings, to interpret and apply laws, to use legal reference materials, to communicate effectively, and to train others

### Registration, Certification, or Licensure

Must possess a license to practice law in the State of Texas

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

THE COUNTY OF HIDALGO TEXAS

NOTE: This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title. It is not necessarily an exhaustive list of duties and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

# PUBLIC DEFENDER III

**GRADE: 16**

## GENERAL DESCRIPTION

Provides advance legal representation as a court appointed attorney for defendants charged with criminal offenses. Represents indigent clients accused of criminal violations in the phases of complex cases involving criminal defense; assists in providing work direction to other attorneys as assigned. Provides oversight to subordinate staff; will serve as a lead capacity, advising other attorneys while being assigned the more complex and difficult cases.

## EXAMPLES OF WORK PERFORMED

Assists in the planning, development, implementation and review of departmental policies and procedures and ensures activities are consistent with goals and objectives

Assists in the direction and oversight of subordinate staff within the department; makes recommendations regarding performance evaluations and/or disciplinary actions

Assists in providing work direction to other attorneys as assigned; lead other attorneys assigned to complex cases

Provides technical expertise and work direction to other attorneys as assigned; lead other attorneys assigned to complex and/or controversial cases

Conducts research and responds to inquiries regarding legal issues related to criminal law from other departments and/or other external agencies

Advises staff and the public on legal matters and the interpretation and application of county laws and regulations

Prepares legal opinions, briefs, contracts, proposals, and reports

Conducts or assists in conducting administrative, regulatory, evidentiary, and enforcement hearings

Negotiate settlements on behalf of assigned clients

Researches points of law involved in hearings to determine the validity and completeness of cases cited

Investigates alleged law violations and prepared reports of findings

Review cases to determine if pretrial motions must be filed

Assists in preparing cases for court trial and in representing the county in matters before court as appropriate

Gather evidence to formulate defense or to initiate legal actions, by such means as interviewing witnesses to ascertain the facts of a case

Represents clients in court for complex criminal cases

Serves as a liaison during community/business gatherings with other county departments, including external groups and organizations

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two to three (2-3) years of experience practicing law with litigation including a minimum of one (1) year of supervisory experience required. Graduation from an accredited law school with a Bachelor of Laws (LL.B.) or a Juris Doctor (J.D.) degree. Member must be in good standing with the State Bar of Texas.

Bilingual preferred (English/Spanish)

### Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Must possess a license to practice law in the State of Texas

### Knowledge, Skills, and Abilities

Knowledge of legal principles, practices, and proceedings; and of laws, regulations, and rules related to the county.

Ability to comprehend and analyze complex legal issues and complicated factual details

Ability to work effectively with others as well as work independently, without close supervision

Ability to conduct hearings, to prepare opinions and briefs, to prepare cases for trial, to conduct research, to summarize findings, to interpret and apply laws, to use legal reference materials, and to communicate effectively

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

NOTE: This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title. It is not necessarily an exhaustive list of duties and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

# SOCIAL WORKER

**GRADE: 11**

## GENERAL DESCRIPTION

Provides social work services to clients and families to include case management, psychosocial and/or resource needs assessments. Utilizes community resources to assist clients and their families and provides client/family education, training, and/or advocacy. Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Assists client and/or their family in assessing their psychosocial and/or resource needs assessment and obtains maximum benefit from all available sources

Develops and implements client/family treatment plans and monitors progress. Conducts periodic and final assessments to determine progress, client barriers, follow-up needs and client outcomes as necessary

Provides direct supportive counseling and crisis intervention to individuals and/or their families to increase their ability to overcome and prevent crisis

Promotes progress and assists clients toward self-sufficiency, health and well being

Provides short or long-term case management and service coordination to ensure maximum self-sufficiency and non-institutional living

Utilizes community resources to assist client in learning to live as a self-sufficient member of the community, including, but not limited to medical resources, local, state and federal agencies, community-based agencies and other resources

Participates in community collaboration for resource development and elimination of duplication of services

Provides client/family education, training and advocacy related to their current situation

Maintains current knowledge about resource availability, service costs, and budgetary parameters and remains fiscally responsible in carrying out all case management functions and activities

Participates in evaluative and quality assurance activities designed to monitor the appropriateness and effectiveness of both the service delivery system in which case management operates as well as the case manager's own case management services. Ensures full professional accountability

Writes informational reports, compiles data/information in accordance with professional standards and policies

Participates in case reviews involving client/family and other service providers

Refers citizens to appropriate agency or program when needed

Interviews clients for possible referrals to other social agencies

Reviews and interprets regulations pertaining to the administered programs, if applicable

Establishes and maintains effective working relationships with clients and other social service and/or governmental agencies

Assists clients in applying for financial, medical and social assistance and other related factors contributing to the clients situation

Depending on department assigned, may provide social assistance to incarcerated or paroled defendants, assist in trial preparation, and/or provide counseling to underprivileged clients/families.

Acts as a liaison between all the parties involved (which may include attorneys, health organizations, community agencies and/or other organizations)

Performs all other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Previous experience in social work, counseling individuals in crisis/trauma situations is preferred. Graduation from an accredited college or university with a Master's degree in Social Work, Health Education, Psychology, Criminal Justice, or a related field is generally preferred. Two (2) years of related experience may be substituted for one (1) year of the required education with a maximum substitution of two years.

Bilingual preferred (English/Spanish)

### Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Licensed under the Regulation of Social Work Practitioners Act of the State of Texas and will be required to maintain during employment

**Knowledge, Skills, and Abilities**

Knowledge of Texas laws, codes, and standards related to the area of responsibility

Knowledge of the principles and methods of field inspection

Must have planning and organizational skills

Skill in conducting inspections and interviews, in determining proper courses of action, and knowledge in using techniques, guidelines and standards to perform inspections

Ability to prepare reports, interpret laws and regulations

Ability to plan, assign, and/or supervise the work of others

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time

- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

# ADMINISTRATIVE ASSISTANT I

**GRADE: 04**

## GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Experience in clerical work or administrative support work; Graduation from a standard senior high school or equivalent is generally preferred.

### Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

# Hidalgo County
## Department of Budget & Management
## FISCAL NOTE

*•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.*

**Agenda Item:** 29949

**To:** Commissioner' Court
**From:** Sergio Cruz, Budget Officer
**CC Date:** Tuesday, December 06, 2011

**Summary of request/proposal:**
**PUBLIC DEFENDER - TEXAS INDIGENT DEFENSE GRANT (1282):**
**Approval to create the following full-time positions:**

| | | | | Current | | | Proposed | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Fund | Position Title | Slot# | Obj | G | S | Salary | G | S | Salary | Total Requested |
| 1282 | PUBLIC DEFENDER III | G001 | 113 | | | | 16 | 1 | 58,888.00 | 58,888.00 |
| 1282 | PUBLIC DEFENDER II | G002 | 113 | | | | 14 | 1 | 50,487.00 | 50,487.00 |
| 1282 | SOCIAL WORKER | G003 | 113 | | | | 11 | 1 | 40,078.00 | 40,078.00 |
| 1282 | ADMINISTRATIVE ASSISTANT I | G004 | 113 | | | | 4 | 1 | 23,385.00 | 23,385.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | 0.00 | | | 172,838.00 | 172,838.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) | AMOUNT |
|---|---|---|---|
| 1-1282-412-30-085-004-2- | 113 | PUBLIC DEFEND- REG F/T EMPLOYEES | $172,838.00 |
| 1-1282-412-30-085-004-2- | 211 | PUBLIC DEFEND- HEALTH INSURANCE | $16,656.00 |
| 1-1282-412-30-085-004-2- | 212 | PUBLIC DEFEND- LIFE INSURANCE | $108.00 |
| 1-1282-412-30-085-004-2- | 220 | PUBLIC DEFEND- FICA | $13,222.11 |
| 1-1282-412-30-085-004-2- | 230 | PUBLIC DEFEND- RETIREMENT | $17,197.38 |
| 1-1282-412-30-085-004-2- | 250 | PUBLIC DEFEND- UNEMPLOYMENT COMP | $864.19 |
| 1-1282-412-30-085-004-2- | 260 | PUBLIC DEFEND- WORKER'S COMP | $0.00 |
| | | | |
| | | 2011 - 2012 BUDGETARY IMPACT: | $220,885.68 |

**Possible Funding Sources:** **APPROPRIATION OF FUNDS**

**Comments:**

| |
|---|
| |
| |
| |
| |

**Hidalgo Co. Budget Office**

**2/3/2005**

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1282-412-30-085-004-2**

**AI - 29949**

**PUBLIC DEFENDER JUVENILE SECTION**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| | | **CREATE THE FOLLOWING:** | | | | | | | | | | | |
| G001 | 113 | PUBLIC DEFENDER III | 16 | 1 | $58,888.00 | $58,888.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| G002 | 113 | PUBLIC DEFENDER II | 14 | 1 | $50,487.00 | $50,487.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| G003 | 113 | SOCIAL WORKER | 11 | 1 | $40,078.00 | $40,078.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| G004 | 113 | ADMINISTRATIVE ASSISTANT I | 4 | 1 | $23,385.00 | $23,385.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | $172,838.00 | $172,838.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**Approval to create the above highlighted positions.**

# FEDERICO (FRED) GARZA, JR.

JUDGE, COUNTY COURT AT LAW NO. 4
HIDALGO COUNTY COURTHOUSE
100 N. Closner, 3rd Floor
EDINBURG, TEXAS 78539
(956) 318-2390

Aida Ramirez
COURT ADMINISTRATOR / BAILIFF / INTERPRETER

Rachael Segura
COURT COORDINATOR

Maria E. Amador
OFFICIAL COURT REPORTER

Jessica L. Ramirez
ASSISTANT COURT COORDINATOR


November 3, 2011

Mr. James D. Bethke
205 West 14th Street
Austin, TX 78710

**RE: FY2011 Budget Adjustment Request – 212-12-D09**

Mr. Bethke:

Hidalgo County requests a budget adjustment for the ***Web-Based Indigent Defense Appointment and Compliance Monitoring System and Associated Process Changes.*** The details of the request are indicated in the table below:

| Direct Costs | Existing Budget | Line Item Change | New Approved Budget |
|---|---|---|---|
| **1) Personnel** | $163,205 | $11,350 | $174,555 |
| **2) Fringe Benefits** | $43,477 | | $43,477 |
| **3) Travel and Training** | $4,143 | | $4,143 |
| **4) Equipment** | $14,910 | | $14,910 |
| **5) Supplies** | $3,500 | | $3,500 |
| **6) Contract Services** | $54,556 | | $54,556 |
| **7) Indirect Costs** | $20,000 | $11,350 | $8,650 |
| **Total Proposed Costs** | $303,791 | | $303,791 |
| Less Cash from Other Sources | $60,758 | | $60,758 |
| **Total Amount Funded by Task Force** | $243,033 | | $243,033 |

**Rationale for adjustment:**

The original grant request for Personnel is as follows: Public Defender III, Public Defender II, Intake Officer, and an Administrative Assistant I. After reviewing the positions for Juvenile Section needs, a Social Worker, instead of an Intake Office, will better serve the clients by assisting in case management, psychosocial and/or needs assessments.

**Impact to Original Proposal:**

The Social Worker position shall service clients and families by providing case management, psychosocial and/or needs assessments. The Social Worker shall develop client/family individualized service plans, monitor progress, as well as utilize community resources to assist clients and their families and provides client/family education, training and advocacy.

Sincerely,

Judge Federico (Fred) Garza
County Court at Law #4
Hidalgo County, Texas

TIDC
TEXAS INDIGENT DEFENSE COMMISSION

Chair:
The Honorable Sharon Keller
Presiding Judge, Court of Criminal A

Vice Chair:
The Honorable Olen Underwood

Ex Officio Members:
The Honorable Roberto Alonzo
The Honorable Alfonso Charles
The Honorable Pete Gallego
The Honorable Wallace B. Jefferson
The Honorable Sherry Radack
The Honorable Jeff Wentworth
The Honorable John Whitmire

Members Appointed by Governor:
The Honorable Jon Burrows
Mr. Knox Fitzpatrick
Mr. Anthony Odiorne
The Honorable B. Glen Whitley

Executive Director:
James D. Bethke

November 16, 2011

The Honorable Fred Garza
Hidalgo County Court at Law #4 Judge
100 Closner, 3rd Floor
Edinburg, TX 78539

RE: FY2012 Budget Adjustment Approval - Grant Number 212-12-D09

Judge Garza:

Hidalgo County's request for a budget adjustment for operation of the ***Hidalgo County Public Defender's Office - Juvenile Section*** is **approved** by the Executive Director of the Texas Indigent Defense Commission. The details of the approval are consistent with the County's request and are indicated in the table below:

| Direct Costs | Existing Budget | Line Item Change | New Approved Budget |
|---|---|---|---|
| **1) Personnel** | $163,205 | $11,350 | $174,555 |
| **2) Fringe Benefits** | $43,477 | | $43,477 |
| **3) Travel and Training** | $4,143 | | $4,143 |
| **4) Equipment** | $14,910 | | $14,910 |
| **5) Supplies** | $3,500 | | $3,500 |
| **6) Contract Services** | $54,556 | | $54,556 |
| **7) Indirect Costs** | $20,000 | ($11,350) | $8,650 |
| **Total Proposed Costs** | $303,791 | | $303,791 |
| Less Cash from Other Sources | $60,758 | | $60,758 |
| **Total Amount Funded by Task Force** | $243,033 | | $243,033 |

If you have questions or need additional information, please do not hesitate to contact Bryan Wilson, Grants Administrator at 512-936-6996.

Sincerely,

Bryan Wilson
Grants Administrator

# TEXAS INDIGENT DEFENSE COMMISSION

**205 West 14th Street, Suite 700 Tom C. Clark Building (512)936-6994**
P.O. Box 12066, Austin, Texas 78711-2066 Fax: (512)475-3450

CHAIR:
THE HONORABLE SHARON KELLER
Presiding Judge, Court of Criminal Appeals

VICE CHAIR:
THE HONORABLE OLEN UNDERWOOD

DIRECTOR:
MR. JAMES D. BETHKE

September 9, 2011

The Honorable Fred Garza
Hidalgo County Court at Law Judge
Via E-mail: fred.garza@co.hidalgo.tx.us

Dear Judge Garza:
I am pleased to inform you that the Texas Indigent Defense Commission has awarded Hidalgo County a FY2012 Multi-year Discretionary Grant in the amount of **$243,033** in response to your application titled "***Hidalgo County Public Defender's Office - Juvenile Section***." Your Statement of Grant Award for fiscal year 2012 is attached. Please sign and return via fax the first two pages of the Statement of Grant Award to fax number 512-475-3450 on or before **October 7, 2011**. You do not need to mail a copy.

Congratulations to Hidalgo County on taking the lead in Texas by developing this new indigent defense program. If you have any questions or need clarification on the information contained in this letter or attached Statement of Grant Award, please contact Bryan Wilson, the Commission Grants Administrator at (512) 936-6996.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Copy: Program Director Jaime Gonzales; jimmy.gonzalez@co.hidalgo.tx.us
The Honorable Ramon Garcia; yolanda.chapa@co.hidalgo.tx.us
County Auditor Raymundo Eufracio, ray.eufracio@auditor.co.hidalgo.tx.us

# Texas Indigent Defense Commission
## Statement of Grant Award
## FY2012 Discretionary Grant

| | |
|---|---|
| Grant Number: | 212-12-D09 |
| Grantee Name: | Hidalgo County |
| Program Title: | Hidalgo County Public Defender's Office - Juvenile Section |
| Grant Period: | 10/1/2011-9/30/2012 |
| Grant Award Amount: | $243,033 |

The Texas Indigent Defense Commission (TIDC or Commission) has awarded the above-referenced grant to Hidalgo County for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by **October 1, 2011**. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

| **Direct Costs:** | |
|---|---|
| **1) Personnel (Total Number of FTEs: 4 )** | **$163,205** |
| **2) Fringe Benefits** | **$43,477** |
| **3) Travel and Training** | **$4,143** |
| **4) Equipment** | **$14,910** |
| **5) Supplies** | **$3,500** |
| **6) Contract Services** | **$54,556** |
| **7) Indirect Costs** | **$20,000** |
| **Total Proposed Costs** | **$303,791** |
| Less Cash from Other Sources | **$60,758** |
| **Total Amount Funded by Commission** | **$243,033** |

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued on October 15, 2010, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Required Conditions and Report" contained in Attachment A.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.

- The Judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award and submit it to the Commission by December 31, 2011.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:

_____

Signature of Authorized Official

_____

Name & Title (must print or type)

_____

Date

# Attachment A

# Required Conditions and Reports

## Method of Calculation

The budget on the Statement of Grant Award was developed under the assumptions that the grant be based on a twelve month period. The schedule is intended to provide the county twelve months of funds at each of the original agreed upon funding levels less start-up costs. If the county has a delayed start in the beginning year (FY2012), it may necessitate an adjustment in future years to allow the county to fully expend grant funds. The intention is to follow a declining schedule of 80% in the first year; then, 60% in the second year; then, 40% in the third year; and, finally, 20% in the year of TIDC support. The grants will remain on a fiscal year (October to September), but future awards will reflect any needed modifications to implement this policy.

## Program Requirements

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program (Note: if the county contracts the public defender office to a non-profit corporation or governmental entity then they will ensure the following are performed):

- The County will operate a Public Defender's Office as defined in Article 26.044 of the Texas Code of Criminal Procedure as amended by the 82nd Legislature. If a non-profit corporation is selected by the County to operate the public defender's office, the Contract must require the non-profit corporation to maintain at least one person in the office locally to serve as Chief Public Defender who meets the qualifications set forth in Article 26.044 (f) to supervise and manage the operation of the office and provide direct representation.

- The county will submit reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match.

- This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Commission grants administrator will construct an on-line progress report that best reflects the actual work performed in this program and is consistent with the FY2012 application listed below as edited and agreed to. The county will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.

- The county must continue the Oversight Board to supervise the operation of this program. The county will submit a written policy on how the members are to be selected.

- The county or its designee must maintain a written policy that includes caseload standards for each attorney and for the general operation of this program. In developing caseload standards, nationally recognized standards and standards used by other states shall be taken into consideration (such as National Advisory Commission on Criminal Justice Standards and Goals). The written policy for caseload standards should be provided to the Commission staff along with the first quarterly progress report. The caseload standard policy should require the Chief Public Defender to review actual caseloads at least quarterly. The Chief Public Defender may make overrides or under-rides based on overall complexity of cases, overall type of cases, attorney experience, support staff experience, court needs, available technology to augment services, or other factors that affect the delivery of services. The Chief Public Defender must notify the program's Oversight Board in writing if an exception to the caseload standards is authorized.

- The county or its designee must provide to the Commission staff the minimum job requirements and a full job description of the FTE positions specified under this project before positions are publicly posted. The posting must meet the Hidalgo County Juvenile Board Indigent Defense Plan Minimum Attorney Qualifications for all levels of cases.

- The survey required in the Evaluation section of the FY2012 application listed below should be conducted during the 2nd and 4th years of operation of the program. The county must summarize the results received back from the participants of the survey and discuss any improvements made to the

program. The analysis of the survey results in the 4th year must compare the findings between the two survey events. The county must provide the Commission with a copy of the analyses (not the unanalyzed survey responses).

— A draft of the Policies and Procedures Manual required in the Methodology section of the FY2012 application listed below should be provided to the Commission staff along with the 2nd quarterly progress report. A final version of the Policies and Procedures Manual shall be completed and delivered to the Commission staff along with the Final Progress Report for FY2012.

— Equipment costs listed in the first year start-up budget will not be carried forward into subsequent years of funding. If the County selects a non-profit corporation the proposal and contract must include the method for funding equipment to operate the Public Defender Office.

2011 Hidalgo County Discretionary Grant Application Narrative

(Multi-Year Grant)

---

## Modified 2012 Hidalgo County Discretionary Grant Application Narrative

## (Multi-Year Grant)

**NOTE: The term "Defendant" was removed and replaced with "Respondent" without notation.**

**a. Application Form**

Counties Represented: **Hidalgo**
Fiscal Year: **2012**
State Payee Identification Number: **74-6000717**
Division To Administer Grant: **Hidalgo County Auditor's Office**
Program Title: **Hidalgo County Public Defender's Office - Juvenile Section**
Requested Grant Amount: **$243,033.57**
Financial Officer: **Raymundo Eufracio**
Program Director: **Jaime E Gonzalez**
Mailing Address: **1615 South Closner, Suite J; Edinburg, TX 78539**

**b. Introduction (Executive Summary)**

Hidalgo County seeks to improve the quality of representation to juvenile indigent respondents by establishing a juvenile section within the Hidalgo County Public Defender's Office (HCPDO). Established HCPDO procedures will ensure that juvenile respondents, appointed via the county's indigent defense office or via the bench, will be contacted within 24 hours of receiving screening information. Assistant public defenders will appear with juvenile respondents at every court hearing until charges are disposed. Providing juvenile respondents with consistent, accountable, legal representation throughout the criminal justice process will ultimately lead to increased productivity and efficiency, thereby saving the county money.

**c. Problem Statement**

The stakeholders in the Hidalgo County criminal justice system are focused on the inability of the current system to adequately address the legal needs of juvenile indigent respondents. Deficiencies within the system range from the absence of attorney-client contact with juvenile respondents in custody, lack of appearances in court by appointed attorneys, lack of qualified court-appointed attorneys, timely submission and filing of criminal charges, and the rising cost of court appointed attorney vouchers. As a possible solution, a public defender's office- juvenile section would be instrumental in alleviating the problems of indigent juvenile respondents.

One of the biggest problems concerning the current system is the significant amount of money it takes to operate. Specifically, in 2010 there were 1,208 juvenile cases filed in the 449th District Court. With an estimated 91 percent of those cases having court-appointed counsel, the total amount of vouchers submitted to the county's auditor's office for that court totaled 1,110 at an average cost per case of $542.37. The public defender's office plans to absorb up to 600 of those juvenile cases, at an estimated savings to the county of $325,422.00.

A public defender's office - juvenile section is necessary to provide proactive, quality representation to juvenile indigent offenders in Hidalgo County at a reasonable cost. Additionally, the other legal issues of lack of court appearances, skilled attorneys, and the filing of timely criminal charges will be overseen by the current policies and procedures in place with the Hidalgo County Public Defender's Office.

**d. Objectives**

In order to minimize the problems stated previously, the following specific objectives have been formulated:
**Objective 1:** Establish a fully functional juvenile section to the Hidalgo County Public Defender's Office to represent juvenile indigent respondents charged with criminal offenses in Hidalgo County by November 1, 2011.
**Objective 2**: The Hidalgo County Indigent Defense Office shall appoint to the juvenile public defender's office at

least 50% of the total juveniles meeting financial eligibility - within 24 hours of booking at the Hidalgo County juvenile detention center.

**Objective 3:** The Hidalgo County Public Defender's Office shall provide juvenile indigent respondents with qualified juvenile public defenders that are currently licensed and in good standing with the State Bar of Texas, and that exhibit proficiency and commitment to providing quality representation to juvenile respondent - ongoing.

**Objective 4:** Juvenile public defenders will meet the required 6 hours a year of continuing legal education in courses related to juvenile criminal law as recognized by the State Bar of Texas -ongoing.

**Objective 5:** Juvenile public defenders are to make contact with their appointed juvenile respondents no later than the end of the first working day after the date on which the attorney is appointed and will interview the juvenile respondent as soon as practicable after the attorney is appointed - within 24 hours of appointment.

**Objective 6:** Juvenile public defenders are to make contact with the juvenile respondent's family to ~~determine if bond can be made to~~ secure immediate release of the respondent- within 24 hours of initial visit with respondent where appropriate.

~~**Objective 7:** Juvenile public defenders are to file writs of habeas corpus to request bond reductions for juvenile defendants to secure immediate release from custody - within 24 hours of initial contact.~~

**Objective 8**: Juvenile public defenders are to contact the arresting agency to push for immediate submission of offense reports with the district attorney's office to expedite the filing and disposition of cases - ongoing.

**Objective 9**: Juvenile public defenders are to contact court staff when criminal charges are formally placed on juvenile respondents to request immediate hearing dates to expedite the disposition of cases - ongoing.

**Objective 10**: Conduct a survey of judges to determine the opinion of the quality of representation by juvenile public defenders - annually.

**Objective 11**: Reduce the average number of days juvenile offenders are spending in the Hidalgo County juvenile detention center - ongoing.

**Objective 12:** Reduce the amount of funds paid out for court appointed attorneys on juvenile cases - ongoing.

**Objective 13**: Reduce the amount of days from appointment to disposition for juvenile respondents appointed to the juvenile public defender's office - ongoing.

**Objective 14**: Provide quality representation to indigent juvenile respondents - ongoing.

**Objective 15**: Act as a resource to the local defense bar to raise the level of juvenile representation for all respondents requesting court appointed representation.

**e. Methodology or Project Design (Activities)**

1) Immediately upon notice that the county has been awarded the grant, an advisory oversight board (Oversight Board) will be created to oversee the formation of the public defender's office - juvenile section. The Oversight Board will consist of a representative from the Hidalgo County Board of Judges, Hidalgo County Judge's Office, Hidalgo County Commissioner's Court, and a member of the local defensive bar. The Oversight Board will be responsible for advising and approving internal office policies and procedures to govern the office, including polices prescribing the methods of intake and referral or cases from the courts.
2) The Hidalgo County Chief Public Defender, by incorporating established office policies from the HCPDO and the Travis County Juvenile Public Defender's Office, shall develop internal policies and procedures to be approved by the Oversight Board no later than September 1, 2011.
3) The Hidalgo County Public Defender's Office currently has in use a case management system called Defender Data. Defender Data provides attorneys the ability to write case notes, attach written, audio and video work product to specific case files, and assists in tracking motion and trial deadlines. Defender Data also has the ability to track case appointments, dispositions, hours worked per case, etc . . . that demonstrates the productivity and cost effectiveness of the Hidalgo County Public Defender's Office. Defender Data will be modified and expanded to allow for similar uses within the juvenile section no later than September 1, 2011.
4) The Hidalgo County Chief Public Defender shall meet with public defenders from other Texas counties operating a juvenile public defender's office to research on office procedures, troubleshooting future problems that may arise and to borrow established pre-trial/ trial motions, case law and briefs for its

personal juvenile law bank by September 1, 2011.

5) The HCPDO - Juvenile section will supplement the current attorney appointment wheel rotation system at a rate determined by vote of the district and statutory county courts. A written policy will be developed that includes caseload standards for each attorney. In developing caseload standards, nationally recognized standards and standards used by the other states shall be taken into consideration. The policy on the caseload standard must require the Chief Public Defender to review caseload status at least quarterly.
6) The Chief Public Defender shall ensure the acquisition of vacant office space adjacent to the HCPDO, so that the juvenile section will have adequate space to perform its duties no later than October 1, 2011.
7) The Chief Public Defender shall purchase all necessary equipment and office supplies to ensure that the juvenile section is fully operational by November 1, 2011.
8) The Chief Public Defender shall hire needed assistant juvenile public defenders and staff so that they can begin employment on or about December 1, 2011.
9) The HCPDO - Juvenile section shall begin accepting juvenile case appointments no later that December 1, 2011, and provide quality defense services in those cases as needed.
10) The Chief Public Defender shall provide quarterly written status updates to the Oversight Board beginning in January 2012 detailing the number of cases assigned to the office (total and active), the dispositions of any cases assigned to the office, status of staffing in the office, and any other relevant information.

**f. Evaluation**

| TASK | DEFINITION | MEASURE |
|---|---|---|
| Establish Oversight Board | Representatives from Board of Judges, County Judge's Office, County Commissioner's Court, and a local member of the defense bar | Report the date of the first oversight board meeting. E-mail to Commission any resolutions that establish the oversight board or define its role. E-mail names and contact information of committee members. |
| Job Descriptions completed | Job descriptions for each position in the office will be completed using Hidalgo County's existing HR process. | Date approved by Oversight Board. |
| Staff Hired | (2) assistant juvenile public defenders and an administrative assistant | Report indicating when each position is filled. |
| Software Setup | Setup case management and monitoring system | Date software is functional. |
| Policy and Procedures complete and training to staff | A policy and procedure manual to identify basic office procedures, how the office will function and various staff roles | Date manual distributed to staff and staff trained. |
| Office Setup | The Oversight Board and HCPDO will make assessments of office needs and select sites for the office through normal county processes. County will purchase with grant funds, the equipment, software, and supplies to operate office. | Report date office set-up is completed. |
| Performance Measures Method | Establish method to collect data for referrals and performance measures. Identify and create standard reports for quick submission to Commission. | Report the date the performance measure tracking method is complete. |
| Commence representation | The PD office receives referrals of | Report the date the first |

| | | |
|---|---|---|
| | cases from Hidalgo County Indigent Defense Office and/or from courts. | respondent's case is accepted. |
| **OUTPUTS** | | |
| Department Caseload | The number of active cases assigned to the HCPDO - juvenile section on the last business day of each month. | Monthly report detailing the department caseload. |
| Department Cases Disposed | The total number of cases closed during each month. | Monthly report detailing the number of disposed cases. |
| Average Caseload Summary | The department caseload divided by the number of attorneys assigned by the PD on the last business day of each month. | Report average caseload for all attorneys by month. |
| Average Cost per Case by PDO | The annual budget for the PDO - juvenile section, plus attorneys fees, divided by the annual disposed cases. | Report the average cost per case by year. |
| Percentage of total juvenile cases filed that are assigned to the PDO | The number of cases assigned annually to the PDO divided by the total number of juvenile cases filed | Report the percentage of cases assigned to the PDO<br><br>Report the number of cases that were conflicts or that retained private counsel |
| Average cost per case by assigned counsel | For any cases assigned outside of the PDO, the total cost for counsel divided by the number of cases disposed by those private counsel. | Report the average cost per case by year. |
| **OUTCOMES** | | |
| Days from appointment to first contact with respondent | The number of days from the date the order of appointment is received until a personal visit is made with the respondent | Report the average number of days between receipt of the order of appointment to the personal visit with respondent.<br><br>Report the number of cases where the initial visit is made more than 24 hours after the order of appointment is received. |
| Length of time between arrest and resolution of cases | The number of days between the arrest of the respondent and the disposition of the case assigned to the office; the number of days between the arrest of the respondent and release from jail | Report the number of days between arrest and resolution of case for each respondent, as well as the average length of time for all cases.<br><br>Report the number of days between arrest and release from jail, as well as the average length of time for all cases. |
| Type of disposition of cases | The type of disposition (dismissal, guilty plea or jury trial) in each case assigned to PDO. | Report the number of:<br>1) dismissals;<br>2) guilty pleas pursuant to a plea agreement;<br>3) pre-trial diversion |

| | | |
|---|---|---|
| | | dismissals;<br>4) failure to appear warrants;<br>5) jury trials |
| Types of convictions | The type of conviction handed down in each case (if found guilty) assigned to the PDO. | Report the number of cases where the respondent was convicted.<br><br>Report the number of cases where a respondent was convicted for a lesser offense. |
| Acquittals | Cases assigned to the office where the jury finds the respondent not guilty at guilt/innocence. | Report the numbers of cases where a respondent was found not guilty of any offense. |
| Type of Sentence | The type of sentence handed down in each case assigned to the office. | Report the sentence for each case assigned to the private defender where a sentence is imposed. |
| Survey of stakeholders | Create a simple survey to be given to judges in Hidalgo county. The survey should be conducted at the beginning of the grant period prior to services and annually thereafter. The survey should address the overall impressions of the quality of juvenile services from the PDO and from the private bar, as well as the financial impacts of such a case.<br>Create a user survey to be distributed to clients of the office to gauge the overall satisfaction with representation. | Report any change between the pretest and post-test, as well as annual changes.<br><br>Report level of client satisfaction with PDO representation. |
| Cooperate with Commission staff on other measures necessary to show an effective office. | | To be determined. |

**g. Future Funding**

Assuming that the office proves effective, Hidalgo County will attempt to continue funding the office out of general revenue after the grant period expires, in accordance with state law. In addition, assuming the success of the HCPDO juvenile section, Hidalgo County will explore increasing the percentage of cases assigned to the HCPDO via the juvenile wheel and will seek to expand the office to include all indigent defense cases.

**h. Budget Narrative and Budget Form**

| | | | | | |
|---|---|---|---|---|---|
| Juvenile Public Defender III | 58,888.00 | 16.00 | 1 | 14,079.62 | 72,967.62 |
| Juvenile Public Defender II | 50,487.00 | 14.00 | 1 | 12,588.45 | 63,075.45 |
| Intake Officer | 31,025.62 | 8.00 | 0/1 | 9,134.05 | 40,159.67 |
| Administrative Asst. I | 22,804.99 | 4.00 | 0/1 | 7,674.89 | 30,479.88 |
| Total Salaries | 163,205.61 | | | 43,477.01 | 206,682.62 |

| | | |
|---|---|---|
| (2) Attorneys | 15 CLE Hours | 2,000.00 |

| | | |
|---|---|---|
| Intake Officer | Juvenile Training | 1,500.00 |
| Total | | 3,500.00 |
| Office Desk | Four (4) | 3,500.00 |
| File Cabinets | Three (3) | 900.00 |
| Executive Chair | Three (3) | 900.00 |
| Secretarial Chair | One (1) | 250.00 |
| Desktop Computer | ~~Four (4)~~ Two (2) | 4,800.00 |
| Laptop Computer | Two (2) | 2,200.00 |
| Guest Chairs | Clients Chairs (6) | 1,200.00 |
| Telephone | Four (4) | 960.00 |
| Telephone Extensions | | 200.00 |
| Total | | 14,910.00 |
| Office Supplies | General Office Supplies:<br>Copy paper, Legal pads, file folders, pens, pencils, tape dispenser, staplers, tape, staples, hole puncher, scanner, etc. | 3,500.00 |
| Total | | 3,500.00 |
| Lexus Nexis | | 3,888.00 |
| Xerox Corporation | | 2,638.08 |
| Water Dispenser | | 30.00 |
| Office Lease | | 48,000.00 |
| Total | | 54,556.08 |
| ~~Indirect Cost 10%~~ | | ~~20,668.26~~ |
| ~~Total~~ | | ~~20,668.26~~ |
| ~~County Match~~<br>~~Year 1 - 20%~~ | | ~~60,763.39~~ |
| ~~Total less County Match~~ | | ~~(60,763.39)~~ |

| | | |
|---|---|---|
| Personnel Costs | | $206,682.62 |
| FTE's | 4.00 | |
| Salary | $163,205 | |
| Fringe Benefits | $43,477 | |
| Travel and Training | | $4,143 |
| Equipment | | $14,910 |
| Supplies | | $3,500 |
| Contract Services | | $54,556 |
| Indirect | | $20,000 |

| | | |
|---|---|---|
| Total | | $303,791 |
| Required County Match | | $60,758 |
| Total less County Match | | $243,033 |

## Timeline for Reporting and Fund Distribution

Reports will be submitted on-line over the Internet.

| Reporting Period | Type Report Due | Date Report Due | Fund Distribution Date |
|---|---|---|---|
| October 2011 through December 2011 | Budget Status Report<br>Progress report | January 16, 2012 | January 2012 |
| January 2012 through March 2012 | Budget Status Report<br>Progress report | April 16, 2012 | April 2012 |
| April 2012 through June 2012 | Budget Status Report<br>Progress report | July 16, 2012 | July 2012 |
| July 2012 through September 2012 | FINAL Expense Report<br>Final Progress Report and Conclusion.<br>Delivery of Final Product and Demonstration | November 15, 2012 | November 2012 |

**AI-29952** **14. A.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Maria Medina, AUDITOR'S OFFICE

**Department:** AUDITOR'S OFFICE

## Information

### CAPTION

Approval to waive new employee enrollment procedures to fill Grants Accounting Supervisor position, slot no. 0009.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

No budgetary impact.

## Attachments

waiver

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/01/2011 09:55 AM |
| Sylvia Solis | Sylvia Solis | 12/01/2011 01:10 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 01:38 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 01:41 PM |

Form Started By: Maria Medina Started On: 12/01/2011 08:25 AM

Final Approval Date: 12/01/2011

# COUNTY OF HIDALGO
# COUNTY AUDITOR'S OFFICE
# COMMISSIONERS' COURT AGENDA REQUEST FORM

No: _____

DATE: November 30, 2011 MEETING DATE REQUEST: December 6, 2011

DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO

DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577

RAYMUNDO EUFRACIO, COUNTY AUDITOR

**CAPTION:** **REGULAR AGENDA**

Approval to waive new employee enrollment procedures to fill Grants Accounting Supervisor position, slot no. 0009.

**BACKGROUND:** **(Briefly summarize your request, if needed use separate sheets or attach supporting documentation.)**

**BUDGETARY IMPACT:** **$0**

**PLEASE INITIAL FOR APPROVAL:**

LEGAL COUNCIL: _____ BUDGET: _____ HUMAN RESOURCES: _____

DEPT/FUND NO: _____ AMT EXPENDED: $_____ FUNDS/STAFFING BUDGETED: Yes____ No ____

ACCOUNT CODE: _____ IMPACT ON FUTURE BUDGET: YES ____ No ____

**COMMENTS:**

**ACTION TAKEN BY COMMISSIONERS' COURT:**

APPROVED ON: _____ (DATE) TABLED ON: _____ (DATE) DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

**AI-29926** **15. A.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

**Department:** PLANNING DEPT.

## Information

**CAPTION**

1. Reimbursement of a Cash Deposit
a. San Carlos Gardens No. 2 – Pct. 4 (Gibraltar National, LLC)
b. El Toro Acres Subdivision – Pct. 3 (El Toro Builders, Inc.)

2. Release of Letter of Credit
a. Vaquero Estates Phase I Subdivision – Pct. 1 (Beto Salinas Flores Group)

**BACKGROUND**

## Attachments

San Carlos Gardens 2
El Toro Acres; reimbursement
Vaquero Estates Ph I; release

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 02:49 PM |
| Olga Garza | Olga Garza | 12/01/2011 09:35 AM |
| Auditor's Office | Arcilia Duran | 12/01/2011 05:36 PM |
| Purchasing Department | Marty Salazar | 12/02/2011 11:06 AM |

Form Started By: Nora Cavazos Started On: 11/30/2011 02:22 PM

Final Approval Date: 12/02/2011

Raul E. Sesin, P.E.
Planning Administrator

# PLANNING DEPARTMENT

## County Of Hidalgo

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 30, 2011

RE: SAN CARLOS GARDENS NO. 2 SUBDIVISION – PCT. 4

ON AUGUST 24, 2007, GIBRALTAR NATIONAL, LLC DEPOSITED IN ESCROW WITH THE COUNTY OF HIDALGO A CHECK IN THE AMOUNT OF TWO THOUSAND DOLLARS FOR THE INSTALLATION OF TWO (2) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $2,000.00 DOLLARS FROM THE CASH DEPOSIT. ATTACHED IS A LETTER FROM NORTH ALAMO WATER SUPPLY CORPORATION STATING THAT LOTS 152-153 HAVE BEEN CONNECTED TO THEIR SANITARY SEWER SYSTEM.

STAFF HAS NO OBJECTION TO THE REIMBURSEMENT FROM THE CASH DEPOSIT IN THE AMOUNT OF $2,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

# PLANNING DEPARTMENT

## County Of Hidalgo

**Raul E. Sesin, P.E.**
**Planning Administrator**



HID GO COUNTY PLANNING D ARTMENT

Official Receipt for Fees

No 156924

Aug. 24, 2007

RECEIVED OF: Lincolnshire Holdings, LLC $ 2000.00

Two thousand and no/100 DOLLARS

SUBDIVISION: San Carlos Gardens 2 DEVELOPER

COST OF PAVING _____ - _____ COST OF DRAINAGE _____ PCT.

| FLOODPLAIN ADM. 1100-341-30-210-002-0-000 | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Other | | | | | | |
| | Total | | | | | |

| SUBDIVISION FEES 1100-341-30-210-001-0-000 | | | | | | |
|---|---|---|---|---|---|---|
| Filing/Review Fee | | | | | | |
| 2% Inspection Fee | | | | | | |
| Maps | | | | | | |
| Subd. Rules Book | | | | | | |
| Other | | | | | | |
| | Total | | | | | |

| ESCROWS | | |
|---|---|---|
| 1/3 Paving | Acct# | |
| Septic Tanks | 01-1100-211-00-000-018-0-000 | |
| 2 tanks | 2000.00 | |
| Other | | |
| | Total | 2000.00 |

M.O. ☐ CHECK ☒ 439 CASH ☐

PREPARED BY: Anna D. Quintanilla

Auditor's Form – ECPD 0001: Rev. 6-04

N/A

Raul E. Sesin, P.E.
Planning Administrator

# PLANNING DEPARTMENT
## County Of Hidalgo

NORTH ALAMO WATER SUPPLY CORPORATION
3/8 MILE S OF SH 107 ON DOOLITTLE ROAD
420 S DOOLITTLE RD EDINBURG TX 78542-9707

TELEPHONE 956-383-1618
FAX 956-383-1372

Hidalgo County Health Department
Environmental Health Division
1304 South 25th Street
Edinburg, Texas 78539

Re: Sanitary Sewer Service for San Carlos Gardens No. 2 Subdivision-Lots 152 and 153

To Whom It May Concern:

This letter is to serve as certification from North Alamo Water Supply Corporation's Wastewater Department that the above mentioned subdivision is connected to our sanitary sewer system.

Should you require additional information or have any other concerns you can contact me at 956-383-1618.

Sincerely,

North Alamo Water Supply Corporation

Oscar M. Rubio
Wastewater Dept. Manager

# PLANNING DEPARTMENT

**County Of Hidalgo**

**Raul E. Sesin, P.E.**
**Planning Administrator**

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 30, 2011

RE: EL TORO ACRES SUBDIVISION – PCT. 3

ON MAY 25, 2010, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $51,948.00 WAS USED TO SECURE THE FUNDS FOR FIFTY TWO (52) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $ 3,996.00. THIS AMOUNT REFLECTS THE COMPLETION OF THE INSTALLATION OF FOUR (4) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWELVE (12) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A REIMBURSMENT IN THE AMOUNT OF $ 3,996.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

**CASH DEPOSIT**

| | |
|---|---|
| ORIGINAL AMOUNT | $ 51,948.00 |
| 1ST REIMBURSEMENT | $ 2,997.00 |
| 2ND REIMBURSEMENT | $ 1,998.00 |
| 3RD REIMBURSEMENT | $ 999.00 |
| 4TH REIMBURSEMENT | $ 1,998.00 |
| 5TH REIMBURSEMENT | $ 3,996.00 |
| BALANCE | $ 39,960.00 |

# PLANNING DEPARTMENT

## County Of Hidalgo

**Raul E. Sesin, P.E.**
**Planning Administrator**

**HIDALGO COUNTY PLANNING DEPARTMENT**

| | |
|---|---|
| ○ UTILITY CERTIFICATE REVIEW FEE | |
| *Acct # - 1100-341-30-210-003-0-000* | |
| Permit No. | |
| TOTAL | |
| ○ SUBDIVISION FEES | |
| *Acct # - 1100-341-30-210-001-0-000* | |
| Filing/Review Fee | |
| 2% Inspection Fee | |
| Maps | |
| Subd. Rules Book | |
| Other | |
| TOTAL | |
| ○ ESCROW | |
| *Acct # - 1100-211-00-000-018-0-000* | |
| 1/3 Paving | |
| Septic Tank - | 51,948.00 |
| Other | |
| TOTAL | 51,948.00 |

Date May 4 20 10

Received of: El Toro Builders Inc. $51,948.00

Fifty one thousand nine hundred forty eight + 00/100 Dollars

Subdivision: El Toro Acres

Cash ____ Check # 1034 M.O. # ____

Received by: ____

THE STATE OF TEXAS
COUNTY OF HIDALGO

**Precinct No. 2**
**RECEIPT**
**Nº 62360-2**

*White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy*

COUNTY AUDITOR'S FORM RE-PD-0001

---

EL TORO BUILDERS INC
EL TORO ACRES
PH. 956-584-3900
500 E 9TH STREET
MISSION, TX 78572

1034

88-2141-1149

Date April 23, 2010

Pay to the Order of Hidalgo County $ 51,948.00

Fifty one Thousand Nine Hundred Forty Eight 00/100 dollars

FIRST NATIONAL BANK MEMBER FDIC
CHECK VERIFICATION 1-866-380-5255
CUSTOMER SERVICE 1-877-380-8523

for Septic Tanks Escrow

⑈001034⑈ ⑆114921415⑆ ⑈0114002111 6⑈

# PLANNING DEPARTMENT

## County Of Hidalgo

**Raul E. Sesin, P.E.**
**Planning Administrator**

**Hidalgo County Health and Human Services Department**
1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
*Health Authority / Chief Physician*

Eduardo Olivarez
*Chief Administrative Officer*

**NOVEMBER 29ⁿ 2011**

**Hidalgo County Health Dept.**

**1304 S, 25th St**

**Ediburg Tx. 78542**

According to our records of **EL TORO ACRES** Subdivision , 12 LOTS out OF 52 LOTS have septic system installed and can be expected to function properly . This property is located at El Pinto Rd. & US Exp 83 in PENITAS TX..

Sincerely,

Elizardo Ramos

**Elizardo Ramos**

Environmental Health Division Manager

Raul E. Sesin, P.E.
Planning Administrator

# PLANNING DEPARTMENT

## County Of Hidalgo

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 30, 2011

RE: VAQUERO ESTATES PHASE I SUBDIVISION – PCT. 1

ON JUNE 14, 2011, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. LETTER OF CREDIT NO. 050611 FROM FIRST NATIONAL BANK IN THE AMOUNT OF $106,500.00 WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF SEVENTY ONE (71) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A RELEASE OF LETTER OF CREDIT IN THE AMOUNT OF $106,500.00. THIS AMOUNT REFLECTS THE COMPLETION OF THE INSTALLATION OF ALL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SEVENTY ONE (71) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A RELEASE OF LETTER OF CREDIT IN THE AMOUNT OF $ 106,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

# PLANNING DEPARTMENT

**County Of Hidalgo**

**Raul E. Sesin, P.E.**
**Planning Administrator**

FIRST NATIONAL BANK
Member FDIC

## IRREVOCABLE LETTER OF CREDIT NO. 050611

TO: Ramon Garcia County Judge (in his official capacity) Hidalgo County, Texas

DATE: May 9, 2011

We hereby authorize you to draw at sight on FIRST NATIONAL BANK, for the account of Beto Salinas Flores Group, LLC, (the Customer), up to the aggregate amount of One Hundred Six Thousand Five Hundred Dollars and No Cents DOLLARS ($106,500.00) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of Draw exists under Subdivision Construction Agreement dated May 9, 2011, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on May 9, 2012, by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: FIRST NATIONAL BANK

Address of Issuer: 100 W. Cano, Edinburg, TX 78539

Signature of Issuer's Authorized Officer _____

Printed Name: Curtis Brockman, Senior Vice President

Authorized Signature: Anna M. Gonzales

Printed Name: Loan Supervisor ANNA MARIA GONZALES

# PLANNING DEPARTMENT

## County Of Hidalgo

**Raul E. Sesin, P.E.**
**Planning Administrator**

**Hidalgo County Health and Human Services Department**
1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
*Health Authority / Chief Physician*

Eduardo Olivarez
*Chief Administrative Officer*

**NOVEMBER 21st 2011**

**Hidalgo County Health Dept.**

**1304 S, 25th St**

**Ediburg Tx. 78542**

According to our records of **EL VAQUERO** Subdivision , Lots # 1 Thru 71 have septic systems installed and can be expected to function properly . This property is located at FM. 1015 & 10 ½ West in Weslaco Texas.

Sincerely,

Elizardo Ramos.

**Elizardo Ramos**

Environmental Health Division Manager

**AI-29947** **16. A.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Commissioner Palacios **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

**Department:** COMM. PCT. #2

## Information

### CAPTION

Acceptance and approval of Interlocal Cooperation Agreement between City of Hidalgo and County of Hidalgo, Texas as a general agreement.

### BACKGROUND

## Attachments

ICA

rates

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 10:46 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 10:49 AM |
| Roland Garcia | Rolando Garcia | 12/01/2011 03:46 PM |
| Auditor's Office | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Yolanda Cisneros Started On: 11/30/2011 04:59 PM

Final Approval Date: 12/02/2011

**STATE OF TEXAS** '
'
**COUNTY OF HIDALGO** '

**INTERLOCAL COOPERATION AGREEMENT**
**BETWEEN THE CITY OF HIDALGO AND**
**THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the ____ day of _____, 2011, by and between the **CITY OF HIDALGO** hereinafter referred to as City and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS,** Hidalgo, Texas is a home rule municipality located in Hidalgo County, Texas;

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, City desires to assist County in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

**WHEREAS**, County desires to assist City in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

**NOW THEREFORE**, City and County, in consideration of the mutual covenant expressed hereinafter, agree as follows:

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the City for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by County of City equipment and materials shall be subject to the approval of Commissioner of Precinct 2 determining that such equipment and materials are not retained by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall

request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct 2 determining that the County individuals so requested by the City are not required for projects of Precinct 2 at the time requested by the City.

3. City agrees to allow County to use equipment and materials owned by the City at the current prices to the County for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not retained by the City for the times requested by the County.

4. City shall provide County with manpower at the current hourly rates for individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use b County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for project of the City at the time requested by County.

5. The parties agree that all additional costs associated or incurred with the Work shall be the responsibility of each respective entity in its entirety.

6. Term: The term of this Agreement shall be for one (1) year with the option to review for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party.

7. Upon a change in price for manpower for county employees, equipment, or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning any new Work**.**

8. Upon a change in price for manpower for city employees, equipment or materials the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work**.**

9. Either party may terminate this Agreement with or without cause upon thirty (30)

days written notice to the other.

10. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

12. **Texas Law to Apply**. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

13. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (I) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

| | |
|---|---|
| If to City: | City of Hidalgo<br>Attention: John David Franz, Mayor<br>704 E. Texano Dr.<br>Hidalgo, Texas 78557 |
| If to County: | Hidalgo County<br>Attention: Ramon Garcia, County Judge<br>P.O. Box 758<br>Edinburg, Texas 78540-0758 |
| With copy to: | Commissioner, Precinct Number 2<br>Hector “Tito” Palacios<br>300 W. Hall Acres Suite G<br>Pharr, Texas 78577 |

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

15. **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

16. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. **Assignment**. This Agreement shall not be assignable.

18. **Headings**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

19. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

20. **Authority to Execute**. The execution and performance of this Agreement by City and the County have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of City and County in Accordance with its terms.

21. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided

22. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

23. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this

Agreement will have the same force and effect as if such part or parts had never been included herein.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**City of Hidalgo, Texas**

_____
John David Franz, Mayor
CITY OF HIDALGO

**ATTEST:**

_____
City Secretary

**COUNTY OF HIDALGO**

_____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**APPROVE AS TO FORM:**

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

Skip to content

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- Mobile Resources
- Contact Us
- A-Z Index
- FAQs
- Español
- Additional Languages

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- Blog
- Photos
- Videos
- Email Updates

- Home
- Plan & Prepare
- Recover & Rebuild
- Apply for Assistance
- Disasters & Maps
- FEMA Audiences
- About FEMA
- News & Media

# Social Media

- Facebook
- Twitter
- YouTube
- Widgets
- RSS/DATA
- Official FEMA Accounts

- **Government**
- Public Assistance
    - Eligibility
    - Roles and Responsibilities
    - Public Assistance Grant Program Process
    - Policy and Guidance
    - Resource and Tools

# Schedule of Equipment Rates

- PDF Version of this Document (PDF 69KB)
- Archived 2008 Equipment Schedule
- Archived 2005 Equipment Schedule

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
DISASTER ASSISTANCE DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

| Cost Code | Equipment | Specs | Size | HP | Notes | Unit | Rate |
|---|---|---|---|---|---|---|---|
| 8490 | Aerial Lift, Self-Propelled | Max. Platform Height | 37 ft | to 15 | Articulated, Telescoping, Scissor. | hour | $8.25 |
| 8491 | Aerial Lift, Self-Propelled | Max. Platform Height | 60 ft | to 30 | Articulated, Telescoping, Scissor. | hour | $12.25 |
| 8492 | Aerial Lift, | Max. | 70 ft | to 50 | Articulated, | hour | $21.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Self-Propelled | Platform Height | | | Telescoping, Scissor. | |
| 8493 | Aerial Lift, Self-Propelled | Max. Platform Height | 125 ft | to 85 | Articulated and Telescoping. | hour $55.00 |
| 8494 | Aerial Lift, Self-Propelled | Max. Platform Height | 150 ft | to 130 | Articulated and Telescoping. | hour $67.00 |
| 8486 | Aerial Lift, Truck Mntd | Max. Platform Height | 40 ft | | Articulated and Telescoping. Add to Truck rate for total rate. | hour $6.75 |
| 8487 | Aerial Lift, Truck Mntd | Max. Platform Height | 61 ft | | Articulated and Telescoping. Add to Truck rate for total rate. | hour $12.25 |
| 8488 | Aerial Lift, Truck Mntd | Max. Platform Height | 80 ft | | Articulated and Telescoping. Add to Truck rate for total rate. | hour $23.50 |
| 8489 | Aerial Lift, Truck Mntd | Max. Platform Height | 100 ft | | Articulated and Telescoping. Add to Truck rate for total rate. | hour $34.00 |
| 8010 | Air Compressor | Air Delivery | 41 cfm | to 10 | Hoses included. | hour $1.50 |
| 8011 | Air Compressor | Air Delivery | 103 cfm | to 30 | Hoses included. | hour $7.00 |
| 8012 | Air Compressor | Air Delivery | 130 cfm | to 50 | Hoses included. | hour $9.25 |
| 8013 | Air Compressor | Air Delivery | 175 cfm | to 90 | Hoses included. | hour $20.00 |
| 8014 | Air Compressor | Air Delivery | 400 cfm | to 145 | Hoses included. | hour $27.50 |
| 8015 | Air Compressor | Air Delivery | 575 cfm | to 230 | Hoses included. | hour $45.50 |
| 8016 | Air Compressor | Air Delivery | 1100 cfm | to 355 | Hoses included. | hour $51.00 |
| 8017 | Air Compressor | Air Delivery | 1600 cfm | to 500 | Hoses included. | hour $80.00 |
| 8040 | Ambulance | | | to 150 | | hour $25.50 |
| 8041 | Ambulance | | | to 210 | | hour $32.50 |
| 8060 | Auger, Portable | Hole Diameter | 16 in | to 6 | | hour $1.30 |
| 8061 | Auger, Portable | Hole Diameter | 18 in | to 13 | | hour $3.50 |
| 8062 | Auger, Tractor Mntd | Max. Auger Diameter | 36 in | to 13 | Includes digger, boom and mounting hardware. | hour $1.30 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | Add to Tractor rate for total rate. | |
| 8063 | Auger, Truck Mntd | Max. Auger Size | 24 in | to 100 | Includes digger, boom and mounting hardware. Add to Truck rate for total rate. | hour $29.00 |
| 8070 | Automobile | | | to 130 | Transporting people. | mile $0.50 |
| 8071 | Automobile | | | to 130 | Transporting cargo. | hour $13.00 |
| 8072 | Automobile, Police | | | to 250 | Patrolling. | mile $0.60 |
| 8073 | Automobile, Police | | | to 250 | Stationary with engine running. | hour $16.25 |
| 8110 | Barge, Deck | Size | 50'x35'x7.25' | | | hour $34.00 |
| 8111 | Barge, Deck | Size | 50'x35'x9' | | | hour $49.00 |
| 8112 | Barge, Deck | Size | 120'x45'x10' | | | hour $60.00 |
| 8113 | Barge, Deck | Size | 160'x45'x11' | | | hour $75.00 |
| 8050 | Board, Arrow | | | to 8 | Trailer Mounted. | hour $3.15 |
| 8051 | Board, Message | | | to 5 | Trailer Mounted. | hour $8.50 |
| 8133 | Boat, Push | Size | 45'x21'x6' | to 435 | Flat hull. | hour $150.00 |
| 8134 | Boat, Push | Size | 54'x21'x6' | to 525 | Flat hull. | hour $200.00 |
| 8135 | Boat, Push | Size | 58'x24'x7.5' | to 705 | Flat hull. | hour $250.00 |
| 8136 | Boat, Push | Size | 64'x25'x8' | to 870 | Flat hull. | hour $300.00 |
| 8130 | Boat, Row | | | | Heavy duty. | hour $0.85 |
| 8131 | Boat, Runabout | Size | 13'x5' | to 50 | Outboard. | hour $14.00 |
| 8132 | Boat, Tender | Size | 14'x7' | to 100 | Inboard with 360 degree drive. | hour $26.00 |
| 8120 | Boat, Tow | Size | 55'x20'x5' | to 870 | Steel. | hour $250.00 |
| 8121 | Boat, Tow | Size | 60'x21'x5' | to 1050 | Steel. | hour $300.00 |
| 8122 | Boat, Tow | Size | 70'x30'x7.5' | to 1350 | Steel. | hour $450.00 |
| 8123 | Boat, Tow | Size | 120'x34'x8' | to 2000 | Steel. | hour $830.00 |
| 8140 | Boat, Tug | Length | 16 ft | to | | hour $33.50 |

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| 8141 | Boat, Tug | Length | 18 ft | 100 to 175 | | hour $53.00 |
| 8142 | Boat, Tug | Length | 26 ft | to 250 | | hour $65.00 |
| 8143 | Boat, Tug | Length | 40 ft | to 380 | | hour $150.00 |
| 8144 | Boat, Tug | Length | 51 ft | to 700 | | hour $225.00 |
| 8419 | Breaker, Pavement, Hand-Held | Weight | 25-90 lb | | | hour $0.65 |
| 8420 | Breaker, Pavement | | | to 70 | | hour $31.25 |
| 8150 | Broom, Pavement | Broom Length | 72 in | to 35 | | hour $12.30 |
| 8151 | Broom, Pavement | Broom Length | 96 in | to 100 | | hour $19.75 |
| 8153 | Broom, Pavement, Mntd | Broom Length | 72 in | to 18 | Add to Prime Mover rate for total rate. | hour $6.00 |
| 8154 | Broom, Pavement, Pull | Broom Length | 84 in | to 20 | Add to Prime Mover rate for total rate. | hour $10.25 |
| 8270 | Bucket, Clamshell | Capacity | 1.0 cy | | Includes teeth. Does not include Clamshell & Dragline. | hour $3.60 |
| 8271 | Bucket, Clamshell | Capacity | 2.5 cy | | Includes teeth. Does not include Clamshell & Dragline. | hour $6.75 |
| 8272 | Bucket, Clamshell | Capacity | 5.0 cy | | Includes teeth. Does not include Clamshell & Dragline. | hour $11.25 |
| 8273 | Bucket, Clamshell | Capacity | 7.5 cy | | Includes teeth. Does not include Clamshell & Dragline. | hour $14.50 |
| 8275 | Bucket, Dragline | Capacity | 2.0 cy | | Does not include Clamshell & Dragline. | hour $2.90 |
| 8276 | Bucket, Dragline | Capacity | 5.0 cy | | Does not include Clamshell & Dragline. | hour $6.50 |
| 8277 | Bucket, Dragline | Capacity | 10 cy | | Does not include Clamshell & Dragline. | hour $10.50 |
| 8278 | Bucket, Dragline | Capacity | 14 cy | | Does not include Clamshell & Dragline. | hour $13.50 |

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| 8180 | Bus | | | to 150 | | hour $20.00 |
| 8181 | Bus | | | to 210 | | hour $23.00 |
| 8182 | Bus | | | to 300 | | hour $27.00 |
| 8190 | Chain Saw | Bar Length | 16 in | | | hour $1.75 |
| 8191 | Chain Saw | Bar Length | 25 in | | | hour $3.20 |
| 8192 | Chain Saw, Pole | Bar Size | 18 in | | | hour $1.60 |
| 8200 | Chipper, Brush | Chipping Capacity | 6 in | to 35 | Trailer Mounted. | hour $7.50 |
| 8201 | Chipper, Brush | Chipping Capacity | 9 in | to 65 | Trailer Mounted. | hour $16.00 |
| 8202 | Chipper, Brush | Chipping Capacity | 12 in | to 100 | Trailer Mounted. | hour $21.75 |
| 8203 | Chipper, Brush | Chipping Capacity | 15 in | to 125 | Trailer Mounted. | hour $30.75 |
| 8204 | Chipper, Brush | Chipping Capacity | 18 in | to 200 | Trailer Mounted. | hour $45.50 |
| 8210 | Clamshell & Dragline, Crawler | | 149,999 lb | to 235 | Bucket not included in rate. | hour $86.00 |
| 8211 | Clamshell & Dragline, Crawler | | 250,000 lb | to 520 | Bucket not included in rate. | hour $121.00 |
| 8212 | Clamshell & Dragline, Truck | | | to 240 | Bucket not included in rate. | hour $130.00 |
| 8712 | Cleaner, Sewer/Catch Basin | Hopper Capacity | 5 cy | | Truck Mounted. Add to Truck rate for total rate. | hour $16.00 |
| 8713 | Cleaner, Sewer/Catch Basin | Hopper Capacity | 14 cy | | Truck Mounted. Add to Truck rate for total rate. | hour $21.50 |
| 8220 | Compactor | | | to 10 | | hour $11.00 |
| 8221 | Compactor, Towed, Vibratory Drum | | | to 45 | | hour $17.50 |
| 8222 | Compactor, Vibratory, Drum | | | to 75 | | hour $25.00 |
| 8223 | Compactor, Pneumatic, | | | to 100 | | hour $29.00 |

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| | Wheel | | | | | |
| 8225 | Compactor, Sanitation | | | to 300 | | hour $96.00 |
| 8226 | Compactor, Sanitation | | | to 400 | | hour $163.00 |
| 8227 | Compactor, Sanitation | | | to 535 | | hour $225.00 |
| 8228 | Compactor, Towed, Pneumatic, Wheel | | 10000 lb | | Add to Prime Mover rate for total rate. | hour $7.50 |
| 8229 | Compactor, Towed, Drum Static | | 20000 lb | | Add to Prime Mover rate for total rate. | hour $12.25 |
| 8500 | Crane | Max. Lift Capacity | 8 MT | to 80 | | hour $27.00 |
| 8501 | Crane | Max. Lift Capacity | 15 MT | to 150 | | hour $55.00 |
| 8502 | Crane | Max. Lift Capacity | 50 MT | to 200 | | hour $95.00 |
| 8503 | Crane | Max. Lift Capacity | 70 MT | to 300 | | hour $155.00 |
| 8504 | Crane | Max. Lift Capacity | 110 MT | to 350 | | hour $220.00 |
| 8496 | Crane, Truck Mntd | Max. Lift Capacity | 24000 lb | | Add to Truck rate for total rate. | hour $10.00 |
| 8497 | Crane, Truck Mntd | Max. Lift Capacity | 36000 lb | | Add to Truck rate for total rate. | hour $16.00 |
| 8498 | Crane, Truck Mntd | Max. Lift Capacity | 60000 lb | | Add to Truck rate for total rate. | hour $30.00 |
| 8195 | Cutter, Brush | Cutter Size | 8 ft | to 150 | | hour $90.00 |
| 8196 | Cutter, Brush | Cutter Size | 8 ft | to 190 | | hour $100.00 |
| 8197 | Cutter, Brush | Cutter Size | 10 ft | to 245 | | hour $120.00 |
| 8670 | Derrick, Hydraulic Digger | Max. Boom Length | 60 ft | | Includes hydraulic pole alignment attachment. Add to Truck rate. | hour $21.00 |
| 8671 | Derrick, Hydraulic Digger | Max. Boom Length | 90 ft | | Includes hydraulic pole alignment attachment. Add to Truck rate. | hour $39.00 |

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| 8580 | Distributor, Asphalt | Tank Capacity | 500 gal | | Trailer Mounted. Includes burners, insulated tank, and circulating spray bar. | hour $12.00 |
| 8581 | Distributor, Asphalt | Tank Capacity | 1000 gal | | Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate. | hour $13.00 |
| 8582 | Distributor, Asphalt | Tank Capacity | 4000 gal | | Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate. | hour $25.00 |
| 8250 | Dozer, Crawler | | | to 75 | | hour $31.00 |
| 8251 | Dozer, Crawler | | | to 105 | | hour $40.00 |
| 8252 | Dozer, Crawler | | | to 160 | | hour $65.00 |
| 8253 | Dozer, Crawler | | | to 250 | | hour $80.00 |
| 8254 | Dozer, Crawler | | | to 360 | | hour $135.00 |
| 8255 | Dozer, Crawler | | | to 565 | | hour $250.00 |
| 8256 | Dozer, Crawler | | | to 850 | | hour $340.00 |
| 8260 | Dozer, Wheel | | | to 300 | | hour $55.00 |
| 8261 | Dozer, Wheel | | | to 400 | | hour $110.00 |
| 8262 | Dozer, Wheel | | | to 500 | | hour $150.00 |
| 8263 | Dozer, Wheel | | | to 625 | | hour $200.00 |
| 8280 | Excavator, Hydraulic | Bucket Capacity | 0.5 cy | to 45 | Crawler, Truck & Wheel. Includes bucket. | hour $18.00 |
| 8281 | Excavator, Hydraulic | Bucket Capacity | 1.0 cy | to 90 | Crawler, Truck & Wheel. Includes bucket. | hour $39.00 |
| 8282 | Excavator, Hydraulic | Bucket Capacity | 1.5 cy | to 160 | Crawler, Truck & Wheel. Includes bucket. | hour $65.00 |
| 8283 | Excavator, Hydraulic | Bucket Capacity | 2.5 cy | to 265 | Crawler, Truck & Wheel. Includes bucket. | hour $120.00 |

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| 8284 | Excavator, Hydraulic | Bucket Capacity | 4.5 cy | to 420 | Crawler, Truck & Wheel. Includes bucket. | hour $200.00 |
| 8285 | Excavator, Hydraulic | Bucket Capacity | 7.5 cy | to 650 | Crawler, Truck & Wheel. Includes bucket. | hour $240.00 |
| 8286 | Excavator, Hydraulic | Bucket Capacity | 12 cy | to 1000 | Crawler, Truck & Wheel. Includes bucket. | hour $400.00 |
| 8240 | Feeder, Grizzly | | | to 35 | | hour $17.00 |
| 8241 | Feeder, Grizzly | | | to 55 | | hour $30.00 |
| 8242 | Feeder, Grizzly | | | to 75 | | hour $44.00 |
| 8300 | Fork Lift | Capacity | 6000 lb | to 60 | | hour 11,75 |
| 8301 | Fork Lift | Capacity | 12000 lb | to 90 | | hour $17.00 |
| 8302 | Fork Lift | Capacity | 18000 lb | to 140 | | hour $23.00 |
| 8303 | Fork Lift | Capacity | 50000 lb | to 215 | | hour $50.00 |
| 8310 | Generator | Prime Output | 5.5 kW | to 10 | | hour $3.25 |
| 8311 | Generator | Prime Output | 16 kW | to 25 | | hour $8.00 |
| 8312 | Generator | Prime Output | 43 kW | to 65 | | hour $17.00 |
| 8313 | Generator | Prime Output | 100 kW | to 125 | | hour $34.00 |
| 8314 | Generator | Prime Output | 150 kW | to 240 | | hour $50.00 |
| 8315 | Generator | Prime Output | 210 kW | to 300 | | hour $60.00 |
| 8316 | Generator | Prime Output | 280 kW | to 400 | | hour $85.00 |
| 8317 | Generator | Prime Output | 350 kW | to 500 | | hour $95.00 |
| 8318 | Generator | Prime Output | 530 kW | to 750 | | hour $150.00 |
| 8319 | Generator | Prime Output | 710 kW | to 1000 | | hour $200.00 |
| 8320 | Generator | Prime Output | 1100 kW | to 1500 | | hour $375.00 |
| 8321 | Generator | Prime Output | 2500 kW | to 3000 | | hour $500.00 |
| 8755 | Golf Cart | Capacity | 2 person | | | hour $3.20 |
| 8330 | Graders | Moldboard | 10 ft | to | Includes Rigid and | hour $34.50 |

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| | | Size | | 110 | Articulate equipment. | |
| 8331 | Graders | Moldboard Size | 12 ft | to 150 | Includes Rigid and Articulate equipment. | hour $58.00 |
| 8332 | Graders | Moldboard Size | 14 ft | to 225 | Includes Rigid and Articulate equipment. | hour $70.00 |
| 8350 | Hose, Discharge | Diameter | 3 in | | Per 25 foot length. Includes couplings. | hour $0.13 |
| 8351 | Hose, Discharge | Diameter | 4 in | | Per 25 foot length. Includes couplings. | hour $0.19 |
| 8352 | Hose, Discharge | Diameter | 6 in | | Per 25 foot length. Includes couplings. | hour $0.50 |
| 8353 | Hose, Discharge | Diameter | 8 in | | Per 25 foot length. Includes couplings. | hour $0.75 |
| 8354 | Hose, Discharge | Diameter | 12 in | | Per 25 foot length. Includes couplings. | hour $1.35 |
| 8355 | Hose, Discharge | Diameter | 16 in | | Per 25 foot length. Includes couplings. | hour $2.20 |
| 8356 | Hose, Suction | Diameter | 3 in | | Per 25 foot length. Includes couplings. | hour $0.23 |
| 8357 | Hose, Suction | Diameter | 4 in | | Per 25 foot length. Includes couplings. | hour $0.43 |
| 8358 | Hose, Suction | Diameter | 6 in | | Per 25 foot length. Includes couplings. | hour $0.90 |
| 8359 | Hose, Suction | Diameter | 8 in | | Per 25 foot length. Includes couplings. | hour $1.35 |
| 8360 | Hose, Suction | Diameter | 12 in | | Per 25 foot length. Includes couplings. | hour $2.45 |
| 8361 | Hose, Suction | Diameter | 16 in | | Per 25 foot length. Includes couplings. | hour $3.90 |
| 8517 | Jackhammer (Dry) | Weight Class | 25-45 lb | | | hour $1.00 |
| 8518 | Jackhammer (Wet) | Weight Class | 30-55 lb | | | hour $1.15 |
| 8380 | Loader, Crawler | Bucket Capacity | 0.5 cy | to 32 | Includes bucket. | hour $11.50 |
| 8381 | Loader, Crawler | Bucket Capacity | 1 cy | to 60 | Includes bucket. | hour $19.00 |
| 8382 | Loader, Crawler | Bucket Capacity | 2 cy | to 118 | Includes bucket. | hour $42.00 |
| 8383 | Loader, Crawler | Bucket Capacity | 3 cy | to 178 | Includes bucket. | hour $76.00 |
| 8384 | Loader, Crawler | Bucket | 4 cy | to | Includes bucket. | hour $115.00 |

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| | | Capacity | | 238 | | |
| 8540 | Loader, Skid-Steer | Operating Capacity | 1000 lb | to 35 | | hour $11.00 |
| 8541 | Loader, Skid-Steer | Operating Capacity | 2000 lb | to 65 | | hour $18.00 |
| 8542 | Loader, Skid-Steer | Operating Capacity | 3000 lb | to 85 | | hour $22.00 |
| 8401 | Loader, Tractor, Wheel | | | to 81 | | hour $25.00 |
| 8390 | Loader, Wheel | Bucket Capacity | 0.5 cy | to 38 | | hour $15.50 |
| 8391 | Loader, Wheel | Bucket Capacity | 1 cy | to 60 | | hour $21.50 |
| 8392 | Loader, Wheel | Bucket Capacity | 2 cy | to 105 | | hour $28.75 |
| 8393 | Loader, Wheel | Bucket Capacity | 3 cy | to 152 | | hour $40.00 |
| 8394 | Loader, Wheel | Bucket Capacity | 4 cy | to 200 | | hour $52.00 |
| 8395 | Loader, Wheel | Bucket Capacity | 5 cy | to 250 | | hour $66.00 |
| 8396 | Loader, Wheel | Bucket Capacity | 6 cy | to 305 | | hour $82.00 |
| 8397 | Loader, Wheel | Bucket Capacity | 7 cy | to 360 | | hour $95.00 |
| 8398 | Loader, Wheel | Bucket Capacity | 8 cy | to 530 | | hour $140.00 |
| 8570 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 0.5 cy | to 40 | Loader and Backhoe Buckets included. | hour $14.75 |
| 8571 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1 cy | to 70 | Loader and Backhoe Buckets included. | hour $23.50 |
| 8572 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1.5 cy | to 95 | Loader and Backhoe Buckets included. | hour $33.00 |
| 8573 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1.75 cy | to 115 | Loader and Backhoe Buckets included. | hour $38.00 |
| 8410 | Mixer, Concrete Portable | Batching Capacity | 10 cft | | | hour $3.25 |
| 8411 | Mixer, Concrete | Batching | 12 cft | | | hour $4.25 |

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| | Portable | Capacity | | | | |
| 8412 | Mixer, Concrete, Trailer Mntd | Batching Capacity | 11 cft | to 10 | | hour $8.75 |
| 8413 | Mixer, Concrete, Trailer Mntd | Batching Capacity | 16 cft | to 25 | | hour $15.25 |
| 8075 | Motorcycle, Police | | | | | mile $0.35 |
| 8633 | Mulcher, Trailer Mntd | Working Capacity | 7 tph | to 35 | | hour $10.25 |
| 8634 | Mulcher, Trailer Mntd | Working Capacity | 10 tph | to 55 | | hour $15.75 |
| 8635 | Mulcher, Trailer Mntd | Working Capacity | 20 tph | to 120 | | hour $24.75 |
| 8430 | Paver, Asphalt, Towed | | | | Does not include Prime Mover. | hour $7.00 |
| 8431 | Paver, Asphalt | | | to 50 | Includes wheel and crawler equipment. | hour $65.00 |
| 8432 | Paver, Asphalt | | | to 125 | Includes wheel and crawler equipment. | hour $115.00 |
| 8433 | Paver, Asphalt | | | to 175 | Includes wheel and crawler equipment. | hour $125.00 |
| 8434 | Paver, Asphalt | | | to 250 | Includes wheel and crawler equipment. | hour $140.00 |
| 8436 | Pick-up, Asphalt | | | to 110 | | hour $55.00 |
| 8437 | Pick-up, Asphalt | | | to 150 | | hour $83.00 |
| 8438 | Pick-up, Asphalt | | | to 200 | | hour $110.00 |
| 8439 | Pick-up, Asphalt | | | to 275 | | hour $140.00 |
| 8660 | Plow, Cable | Plow Depth | 24 in | to 30 | | hour $10.25 |
| 8661 | Plow, Cable | Plow Depth | 36 in | to 65 | | hour $27.75 |
| 8662 | Plow, Cable | Plow Depth | 48 in | to 110 | | hour $31.75 |
| 8450 | Plow, Snow, Grader Mntd | Width | to 10 ft | | Add to Grader for total rate. | hour $16.00 |
| 8451 | Plow, Snow, Grader Mntd | Width | to 14 ft | | Add to Grader for total rate. | hour $24.00 |
| 8452 | Plow, Snow, | Width | to 15 ft | | Add to Truck rate for | hour $10.75 |

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| | Truck Mntd | | | | total rate. | |
| 8453 | Plow, Snow, Truck Mntd | Width | to 15 ft | | With leveling wing. Add to Truck rate for total rate. | hour $18.50 |
| 8470 | Pump | | | to 4 | Does not include Hoses. | hour $2.15 |
| 8471 | Pump | | | to 6 | Does not include Hoses. | hour $3.20 |
| 8472 | Pump | | | to 10 | Does not include Hoses. | hour $4.10 |
| 8473 | Pump | | | to 15 | Does not include Hoses. | hour $7.75 |
| 8474 | Pump | | | to 25 | Does not include Hoses. | hour $9.25 |
| 8475 | Pump | | | to 40 | Does not include Hoses. | hour $16.00 |
| 8476 | Pump | | | to 60 | Does not include Hoses. | hour $18.75 |
| 8477 | Pump | | | to 95 | Does not include Hoses. | hour $26.50 |
| 8478 | Pump | | | to 140 | Does not include Hoses. | hour $31.00 |
| 8479 | Pump | | | to 200 | Does not include Hoses. | hour $36.00 |
| 8480 | Pump | | | to 275 | Does not include Hoses. | hour $80.00 |
| 8481 | Pump | | | to 350 | Does not include Hoses. | hour $95.00 |
| 8482 | Pump | | | to 425 | Does not include Hoses. | hour $120.00 |
| 8483 | Pump | | | to 500 | Does not include Hoses. | hour $135.00 |
| 8484 | Pump | | | to 575 | Does not include Hoses. | hour $155.00 |
| 8485 | Pump | | | to 650 | Does not include Hoses. | hour $180.00 |
| 8510 | Saw, Concrete | Blade Diameter | 14 in | to 14 | | hour $6.00 |
| 8511 | Saw, Concrete | Blade Diameter | 26 in | to 35 | | hour $13.50 |
| 8512 | Saw, Concrete | Blade Diameter | 48 in | to 65 | | hour $23.00 |
| 8513 | Saw, Rock | | | to 100 | | hour $30.00 |
| 8514 | Saw, Rock | | | to 200 | | hour $60.00 |
| 8521 | Scraper | Scraper Capacity | 16 cy | to 250 | | hour $90.00 |
| 8522 | Scraper | Scraper | 23 cy | to | | hour $130.00 |

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| | | Capacity | | 365 | | |
| 8523 | Scraper | Scraper Capacity | 34 cy | to 475 | | hour $200.00 |
| 8524 | Scraper | Scraper Capacity | 44 cy | to 600 | | hour $240.00 |
| 8560 | Snow Blower | Capacity | 2,000 tph | to 400 | | hour $140.00 |
| 8561 | Snow Blower | Capacity | 2,500 tph | to 500 | | hour $160.00 |
| 8562 | Snow Blower | Capacity | 3,500 tph | to 600 | | hour $180.00 |
| 8550 | Snow Blower, Truck Mntd | Capacity | 600 tph | to 75 | Does not include Truck. | hour $37.50 |
| 8551 | Snow Blower, Truck Mntd | Capacity | 1400 tph | to 200 | Does not include Truck. | hour $70.00 |
| 8552 | Snow Blower, Truck Mntd | Capacity | 2000 tph | to 340 | Does not include Truck. | hour $110.00 |
| 8553 | Snow Blower, Truck Mntd | Capacity | 2500 tph | to 400 | Does not include Truck. | hour $120.00 |
| 8558 | Snow Thrower, Walk Behind | Cutting Width | 25 in | to 5 | | hour $3.25 |
| 8559 | Snow Thrower, Walk Behind | Cutting Width | 60 in | to 15 | | hour $7.00 |
| 8630 | Sprayer, Seed | Working Capacity | 750 gal | to 30 | Trailer & Truck mounted. Does not include Prime Mover. | hour $9.75 |
| 8631 | Sprayer, Seed | Working Capacity | 1250 gal | to 50 | Trailer & Truck mounted. Does not include Prime Mover. | hour $15.00 |
| 8632 | Sprayer, Seed | Working Capacity | 3500 gal | to 115 | Trailer & Truck mounted. Does not include Prime Mover. | hour $25.75 |
| 8458 | Spreader, Chemical | Capacity | 5 cy | to 4 | Trailer & Truck mounted. Does not include Prime Mover. | hour $4.00 |
| 8423 | Spreader, Chip | Spread Hopper Width | 12.5 ft | to 152 | | hour $50.00 |
| 8424 | Spreader, Chip | Spread Hopper Width | 16.5 ft | to 215 | | hour $80.00 |
| 8425 | Spreader, Chip, | Hopper Size | 8 ft | to 8 | Trailer & Truck | hour $3.30 |

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| | Mntd | | | | mounted. | |
| 8455 | Spreader, Sand | Mounting | Tailgate, Chassis | | | hour $3.30 |
| 8456 | Spreader, Sand | Mounting | Dump Body | | | hour $5.50 |
| 8457 | Spreader, Sand | Mounting | Truck (10 yd) | | | hour $7.50 |
| 8440 | Striper | Paint Capacity | 40 gal | to 22 | | hour $8.75 |
| 8441 | Striper | Paint Capacity | 90 gal | to 60 | | hour $19.00 |
| 8442 | Striper | Paint Capacity | 120 gal | to 122 | | hour $37.00 |
| 8445 | Striper, Truck Mntd | Paint Capacity | 120 gal | to 460 | | hour $70.00 |
| 8446 | Striper, Walk-behind | Paint Capacity | 12 gal | | | hour $3.35 |
| 8157 | Sweeper, Pavement | | | to 110 | | hour $59.00 |
| 8158 | Sweeper, Pavement | | | to 230 | | hour $74.00 |
| 8590 | Trailer, Dump | Capacity | 20 cy | | Does not include Prime Mover. | hour $8.00 |
| 8591 | Trailer, Dump | Capacity | 30 cy | | Does not include Prime Mover. | hour $14.00 |
| 8600 | Trailer, Equipment | Capacity | 30 ton | | | hour $10.25 |
| 8601 | Trailer, Equipment | Capacity | 40 ton | | | hour $12.50 |
| 8602 | Trailer, Equipment | Capacity | 60 ton | | | hour $15.00 |
| 8603 | Trailer, Equipment | Capacity | 120 ton | | | hour $25.00 |
| 8640 | Trailer, Office | Trailer Size | 8' x 24' | | | hour $1.70 |
| 8641 | Trailer, Office | Trailer Size | 8' x 32' | | | hour $1.75 |
| 8642 | Trailer, Office | Trailer Size | 10' x 32' | | | hour $2.60 |
| 8610 | Trailer, Water | Tank Capacity | 4000 gal | | Includes a centrifugal pump with sump and a rear spraybar. | hour $11.00 |
| 8611 | Trailer, Water | Tank Capacity | 6000 gal | | Includes a centrifugal pump with sump and a rear spraybar. | hour $14.00 |

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| 8612 | Trailer, Water | Tank Capacity | 10000 gal | | Includes a centrifugal pump with sump and a rear spraybar. | hour $16.50 |
| 8613 | Trailer, Water | Tank Capacity | 14000 gal | | Includes a centrifugal pump with sump and a rear spraybar. | hour $20.50 |
| 8650 | Trencher | | | to 40 | Walk-behind, Crawler & Wheel Mounted. Chain and Wheel. | hour $11.75 |
| 8651 | Trencher | | | to 85 | Walk-behind, Crawler & Wheel Mounted. Chain and Wheel. | hour $25.00 |
| 8290 | Trowel, Concrete | Diameter | 48 in | to 12 | | hour $4.50 |
| 8680 | Truck, Concrete Mixer | Mixer Capacity | 13 cy | to 300 | | hour $75.00 |
| 8720 | Truck, Dump | Struck Capacity | 8 cy | to 220 | | hour $35.00 |
| 8721 | Truck, Dump | Struck Capacity | 10 cy | to 320 | | hour $45.00 |
| 8722 | Truck, Dump | Struck Capacity | 12 cy | to 400 | | hour $60.00 |
| 8723 | Truck, Dump | Struck Capacity | 18 cy | to 400 | | hour $65.00 |
| 8724 | Truck, Dump, Off Highway | Struck Capacity | 28 cy | to 450 | | hour $105.00 |
| 8690 | Truck, Fire | Pump Capacity | 1000 gpm | | | hour $70.00 |
| 8691 | Truck, Fire | Pump Capacity | 1250 gpm | | | hour $80.00 |
| 8692 | Truck, Fire | Pump Capacity | 1500 gpm | | | hour $85.00 |
| 8693 | Truck, Fire | Pump Capacity | 2000 gpm | | | hour $90.00 |
| 8694 | Truck, Fire Ladder | Ladder length | 75 ft | | | hour $125.00 |
| 8695 | Truck, Fire Ladder | Ladder length | 150 ft | | | hour $150.00 |
| 8700 | Truck, Flatbed | Maximum Gvw | 15000 lb | to 200 | | hour $20.00 |
| 8701 | Truck, Flatbed | Maximum Gvw | 25000 lb | to 275 | | hour $22.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 8702 | Truck, Flatbed | Maximum Gvw | 30000 lb | to 300 | | hour $25.00 |
| 8703 | Truck, Flatbed | Maximum Gvw | 45000 lb | to 380 | | hour $43.00 |
| 8730 | Truck, Garbage | Capacity | 25 cy | to 255 | | hour $47.00 |
| 8731 | Truck, Garbage | Capacity | 32 cy | to 325 | | hour $55.00 |
| 8800 | Truck, Pickup | | | | Transporting people. | mile $0.50 |
| 8801 | Truck, Pickup | | ½ ton | | | hour $14.00 |
| 8802 | Truck, Pickup | | 1 ton | | | hour $20.00 |
| 8803 | Truck, Pickup | | 1¼ ton | | | hour $22.00 |
| 8804 | Truck, Pickup | | 1½ ton | | | hour $25.00 |
| 8805 | Truck, Pickup | | 1¾ ton | | | hour $30.00 |
| 8790 | Truck, Tractor | 4 x 2 | 30000 lb | to 220 | | hour $32.00 |
| 8791 | Truck, Tractor | 4 x 2 | 45000 lb | to 310 | | hour $45.00 |
| 8792 | Truck, Tractor | 6 x 4 | 50000 lb | to 400 | | hour $55.00 |
| 8780 | Truck, Water | Tank Capacity | 2500 gal | to 175 | Include pump and rear spray system. | hour $31.00 |
| 8781 | Truck, Water | Tank Capacity | 4000 gal | to 250 | Include pump and rear spray system. | hour $42.00 |
| 8620 | Tub Grinder | | | to 440 | | hour $85.00 |
| 8621 | Tub Grinder | | | to 630 | | hour $120.00 |
| 8622 | Tub Grinder | | | to 760 | | hour $150.00 |
| 8623 | Tub Grinder | | | to 1000 | | hour $270.00 |
| 8753 | Vehicle, Recreational | | | to 10 | | hour $3.00 |
| 8750 | Vehicle, Small | | | to 30 | | hour $7.00 |
| 8761 | Vibrator, Concrete | | | to 4 | | hour $1.15 |
| 8770 | Welder, Portable | | | to 16 | Includes ground cable and lead cable. | hour $5.00 |
| 8771 | Welder, Portable | | | to 34 | Includes ground cable and lead cable. | hour $11.50 |

| | | | | |
|---|---|---|---|---|
| 8772 | Welder, Portable | to 50 | Includes ground cable and lead cable. | hour $16.00 |
| 8773 | Welder, Portable | to 80 | Includes ground cable and lead cable. | hour $22.00 |

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Excel

Last Modified: Monday, 20-Sep-2010 10:22:15 EDT



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U.S. Department of Homeland Security
500 C Street SW, Washington, D.C. 20472
(202) 646-2500


Text **PREPARE** to **43362** (4FEMA). Msg/data rates apply

(800) 621-FEMA / TTY (800) 462-7585
3 Step Guide for Assistance

Ready

**AI-29978** **16. B.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Approval of Amendment to Interlocal Cooperation Agreement between City of Alamo, PSJA ISD and the County of Hidalgo - El Gato Rd. Project from Tower Rd. to Alamo Rd. (FM 907)

### BACKGROUND

ICA approved on 9/7/10 - AI 22814 - 21C.1.h

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-122-051-0-XXX

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 12-2-11 in the following object codes:
711 $100,826.70
731 $ 13,626.20
841 $ 89,314.84

Encumbrance $721,453.46

## Attachments

amendment

email

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/02/2011 02:37 PM |
| Roland Garcia | Merlen P. Munoz | 12/02/2011 02:47 PM |
| Manuel Chapa | Manuel Chapa | 12/02/2011 04:12 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Monica Badillo Started On: 12/02/2011 02:01 PM

Final Approval Date: 12/02/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**AMENDMENT TO**
**INTERLOCAL COOPERATION AGREEMENT**
**BETWEEN THE CITY OF ALAMO, PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT**
**AND THE COUNTY OF HIDALGO, TEXAS**

This AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE **CITY OF ALAMO, PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT** AND THE **COUNTY OF HIDALGO** ("Amendment"), effective the _____ day of May, 2011, is made between the City of Alamo, Pharr-San Juan-Alamo Independent School District and the County of Hidalgo, Texas, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WHEREAS**, on or about December 6, 2010, the City of Alamo and the Pharr-San Juan-Alamo Independent School District entered into an Interlocal Cooperation Agreement ("Interlocal Agreement") with Hidalgo County (the "County") regarding road improvements to El Gato Road from Tower Road to Alamo Road (F.M. 907) as is described in Exhibit "A" to the Interlocal Agreement;

**WHEREAS**, the Interlocal Agreement stated the City of Alamo agreed to reimburse County the sum of Two Hundred Thousand Dollars ($200,000.00) with respect to the Project as described therein and that the total cost of the Project was estimated at One Million Eighty Thousand and Five Dollars and 15/100ths ($1,080,005.15);

**WHEREAS**, the parties have determined that the estimated cost of the Project has increased to One Million one hundred forty-five thousand and five dollars and 15/100ths ($1,145,005.15) which adds an additional Sixty-five thousand and 00/100ths ($65,000) to the estimated cost of the Project in order to reimburse Spectra Energy for their having to modify their gas pipeline;

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PSJA-PURCHASING DEPT

**WHEREAS**, the City of Alamo has proposed to reimburse County an additional twenty-one thousand seven hundred dollars and 00/100 ($21,700.00) for the additional cost of the gas pipeline modifications, thereby increasing their total reimbursement to the County to in an amount not to exceed two hundred twenty-one thousand seven hundred dollars and 00/100ths ($221,700.00) for the cost of the Project; and

**WHEREAS**, the City of Alamo, the Pharr-San Juan-Alamo Independent School District and the County now desire to amend the Interlocal Agreement as hereinafter

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

**CITY OF ALAMO, TEXAS**

By: _____
Rudy Villarreal, Mayor

ATTEST:

_____
Margot Saenz, Secretary

**PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT**

By: _____
Reymundo Gonzalez,
PSJA ISD Board President

ATTEST:

_____
Ben Garza, Jr., Secretary-Treasurer

**HIDALGO COUNTY**

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

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2011 JUN 22 A 10:46
PSJA-PURCHASING DEPT.

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

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2011 JUN 22 A 10:46
PSJA-PURCHASING DEPT.

provided.

**NOW THEREFORE**, for and in consideration of the tasks performed by the County on the City of Alamo and the Pharr-San Juan-Alamo Independent School District's behalf and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Interlocal Agreement, the City of Alamo, the Pharr-San Juan-Alamo Independent School District and the County hereby agree to the following amendments to the Interlocal Agreement:

The paragraph numbered 4 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof:

4. County shall be responsible for performing all of the work to complete the Project as described herein, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed One Million One Hundred Twenty-Three Thousand Three Hundred and five dollars and 15/100ths ($1,123,305.15).

2. The paragraph numbered 6 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof:

5. Alamo shall reimburse County an amount not to exceed Two Hundred Thousand Twenty One Thousand Seven Dollars and 00/100ths ($221,700.00) toward the cost of the Project within thirty (30) days of receipt of invoice from County after completion of the Project.

3. Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended, remain in full force and effect and the City of Alamo, the Pharr-San Juan-Alamo Independent School District and the County ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

[*The remainder of this page intentionally left blank.*]

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2011 JUN 22 A 10:46
PSJA-PURCHASING DEPT.

**AI-29962** **17. A.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Commissioner Precinct No. 3 **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Precinct No. 3 Sanitation (1100):
1. Approval to create the following full-time positions:

| Slot No. | Position Title | Budgeted Salary |
|---|---|---|
| 0038 | Truck Driver III | $32,000.00 |
| 0039 | Office Clerk | $28,000.00 |

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-00-115-002-0-899

**FUNDS AVAILABLE Y/N?:** YES **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**Office Clerk & Truck Driver III**

Funds from co wide admin contingency will be transferred to cover the prorated amount of salaries and fringes.

## Attachments

Job Description- truck driver III
PARS
job description- office clerk
Transfer
Fiscal Note
revised salary schedule

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Rosalinda Cantu (Originator) | Rosie Cantu | 12/02/2011 03:03 PM |
| Budget & Management | Merlen P. Munoz | 12/02/2011 03:27 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Rosie Cantu Started On: 12/01/2011 11:39 AM

Final Approval Date: 12/02/2011

# HIDALGO COUNTY
# SANITATION/LANDFILL

| | | | |
|---|---|---|---|
| **Job Title:** | **Truck Driver III** | **FLSA Status:** | **Non-Exempt** |
| **Dept No:** | **121-124** | **Civil Service Status:** | **Non-Exempt** |

**SUMMARY:**
Drives and insures proper maintenance of large-class trucks and various other equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled labor involved in the operation of large-class trucks within the county

**ESSENTIAL DUTIES AND RESPONSIBILITES:**
- Ability to operate large class trucks, pick up truck, dump truck, water truck, tractor, sedan, flat bed truck, roll off container and road patching truck.
- Ability to operate other heavy equipment such as backhoes, front-end loaders, compactors.
- Loads truck; hauls dirt, gravel, caliche, water, garbage or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects including brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Regular attendance is a must.
- Ability to work well with others.

**QUALIFICATION REQUIREMENTS:**
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

**EDUCATION and/or EXPERIENCE**
- High School diploma or General Education Degree (GED); or
- Ability to read and write English.
- Employee must have at least five (5) years experience as a heavy class truck driver.

**CERTIFICATES, LICENSES, REGISTRATIONS**
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

**OTHER SKILLS AND ABILITIES**

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of large class trucks.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Possess basic knowledge of minor repairs and adjustments.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must be able to perform duties of Truck Driver I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually moderate;

**SAFETY REQUIREMENTS:**
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

**ACCIDENT PREVENTION PROGRAM:**
Required to follow all department's safety regulations;

# HIDALGO COUNTY
## Personnel Adjustment Request Form

**DEPARTMENT NAME/NUMBER:** COMMISSIONER PCT NO. 3 (123-001 SANITATION) **DATE:** 11/30/11

**CURRENT POSITION TITLE:** N/A **CURRENT SLOT. #:** 0038

**REQUESTED POSITION TITLE:** TRUCK DRIVER III
**(For new positions or reclassifications)**

**REQUEST FOR:**

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: $ -0- (Current Budgeted Salary) $ 32,000.00 (Proposed Budgeted Salary) $ 32,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☑ Other Partial funds from deleted position, slot 009 will help cover costs; partial funds from co. wide admin conting.

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

Upon evaluation of the department, there is a need for additional Truck Driver III position to assist the department with the high demand of workload. as per Mingo, Villarreal PC.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☑ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | BUDGET PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

**DEPARTMENT NAME/NUMBER:** COMMISSIONER PCT NO. 3 (123-001 SANITATION) **DATE:** 11/30/11

**CURRENT POSITION TITLE:** N/A **CURRENT SLOT. #:** 0039

**REQUESTED POSITION TITLE:** OFFICE CLERK
**(For new positions or reclassifications)**

**REQUEST FOR:**

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: $ -0- (Current Budgeted Salary) $ 28,000.00 (Proposed Budgeted Salary) $ 28,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

There is a great need for an office clerk position due to the clerical workload at the landfill and the 3 collection substations. The department does not have any office positions

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☑ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | BUDGET PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY

| | | | |
|---|---|---|---|
| **Job Title:** | **Office Clerk** | **FLSA Status:** | **Non-Exempt** |
| **Dept No:** | 123 | **Civil Service Status:** | Non-Exempt |

**SUMMARY:**
Answers telephone, performs light clerical duties, greets and routes walk-ins clients.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Answers telephones and directs phone calls to appropriate staff member; takes messages as required;
- Greets visitors and directs them to proper location;
- Maintains daily activity log sheets;
- Performs light clerical work such as typing, filing and envelope stuffing;
- May be required to attend meetings from time to time and work extra work hours as deemed necessary;
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock;
- Regular attendance is a must;
- Ability to work well with others;

**QUALIFICATION REQUIREMENTS:**
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

**EDUCATION and/or EXPERIENCE**

- High School Diploma or GED;
- Should have experience as a receptionist, strong telephone skills and log-keeping;

**CERTIFICATES, LICENSES, REGISTRATIONS**

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

**OTHER SKILLS AND ABILITIES**

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone;

- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred;
- Knowledge of personal computer and software;
- May be required to utilize personal automobile on office related business;

**PHYSICAL DEMANDS:**
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

**WORK ENVIRONMENT:**
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

**SAFETY REQUIREMENTS:**
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:
- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:
- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:
- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:
- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

**ACCIDENT PREVENTION PROGRAM:**
Required to follow all departments' safety regulations;

# INTERDEPARTMENTAL TRANSFER REQUEST

**DATE:** December 1, 2011

**2011**
**Transfer**

**DEPARTMENT HEAD:** SERGIO CRUZ, BUDGET OFFICER

**DEPARTMENT NAME:** DEPT OF BUDGET & MANAGEMENT FOR PCT NO. 3 SANITAT.

**SUBJECT:** **INTERDEPARTMENTAL TRANSFER**

**Contact:** ROSIE CANTU
**Ph#:** (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

| ACCOUNT NUMBER | ACCOUNT NAME | | Amount |
|---|---|---|---|
| **FROM:** | | | |
| 1-1100-415-00-115-002-0- 899 | CO WIDE ADM- | CONTINGENCY | (5,790.75) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **TO:** | | | |
| 1-1100-432-00-123-001-0- 113 | SANIT. PCT.3- | REG F/T EMPLOYEES | 4,384.62 |
| 1-1100-432-00-123-001-0- 211 | SANIT. PCT.3- | HEALTH INSURANCE | 608.58 |
| 1-1100-432-00-123-001-0- 212 | SANIT. PCT.3- | LIFE INSURANCE | 3.94 |
| 1-1100-432-00-123-001-0- 220 | SANIT. PCT.3- | FICA | 335.42 |
| 1-1100-432-00-123-001-0- 230 | SANIT. PCT.3- | RETIREMENT | 436.27 |
| 1-1100-432-00-123-001-0- 250 | SANIT. PCT.3- | UNEMPLOYMENT COMP | 21.92 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | **TOTAL BUDGET INCREASE/DECREASE** | | **0.00** |

**REASON:** To fund the prorarted salaries and related fringe benefit expenditures for the creation of one (1) Truck Driver III at $32,000.00. Also to fund the prorated salaries and fringe benefits of one (1) new office Clerk positon.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

# Hidalgo County
## Department of Budget & Management
## FISCAL NOTE

*•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.*

**Agenda Item:** 29962

**To:** Commissioner' Court
**From:** Sergio Cruz, Budget Officer
**CC Date:** Tuesday, December 06, 2011

**Summary of request/proposal:**

**COMMISSIONER PRECINCT NO. 3 SANITATION (1100):**
**APPROVAL TO CREATE ONE (1) TRUCK DRIVER III POSITION, SLOT NO. 0038, BUDGETED SALARY $32,000.00; APPROVAL TO CREATE ONE (1) OFFICE CLERK POSITION, SLOT NO. 0039, BUDGETED SALARY $28, 000.00**

| | | | | Current | | | Proposed | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Fund | Position Title | Slot# | Obj | G | S | Salary | G | S | Salary | Total Requested |
| 1100 | TRUCK DRIVER III | 0038 | 113 | - | - | 0.00 | - | - | 32,000.00 | 32,000.00 |
| 1100 | OFFICE CLERK | 0039 | 113 | - | - | 0.00 | - | - | 28,000.00 | 28,000.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | 0.00 | | | 60,000.00 | 60,000.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) | AMOUNT |
|---|---|---|---|
| 1-1100-432-00-123-001-0- | 113 | SANIT. PCT.3 - REG F/T EMPLOYEES | $4,384.62 |
| 1-1100-432-00-123-001-0- | 211 | SANIT. PCT.3 - HEALTH INSURANCE | $608.58 |
| 1-1100-432-00-123-001-0- | 212 | SANIT. PCT.3 - LIFE INSURANCE | $3.94 |
| 1-1100-432-00-123-001-0- | 220 | SANIT. PCT.3 - FICA | $335.42 |
| 1-1100-432-00-123-001-0- | 230 | SANIT. PCT.3 - RETIREMENT | $436.27 |
| 1-1100-432-00-123-001-0- | 250 | SANIT. PCT.3 - UNEMPLOYMENT COMP | $21.92 |
| 1-1100-432-00-123-001-0- | 260 | SANIT. PCT.3 - WORKER'S COMP | $0.00 |
| | | | |
| | | | |
| | | 2011 BUDGETARY IMPACT: | $5,790.75 |

**2012 Budgetary Impact:** $79,242.00

**Possible Funding Sources:** CO WIDE ADMIN CONTINGENCY

| |
|---|
| |
| |
| |
| |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1100-432-00-123-001-0**

**AI - 29962**

**SANITATION PCT. 3**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | SANIT DIRECTOR | | | | $48,300.00 | $48,300.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48,660.00 |
| 0004 | 113 | HEAVY EQUIPMENT OPERATOR II | | | | $28,000.00 | $28,000.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,660.00 |
| 0005 | 113 | HEAVY EQUIPMENT OPERATOR II | | | | $28,000.00 | $28,000.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,660.00 |
| 0006 | 113 | SUPERVISOR | | | | $30,000.00 | $30,000.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,660.00 |
| 0007 | 113 | TRUCK DRIVER III | | | | $32,000.00 | $32,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,000.00 |
| 0008 | 113 | TRUCK DRIVER III | | | | $32,000.00 | $32,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,000.00 |
| 0009 | 113 | TRUCK DRIVER III | | | | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0011 | 113 | TRUCK DRIVER III | | | | $32,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0012 | 113 | MAINTENANCE I | | | | $28,000.00 | $28,000.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,360.00 |
| 0013 | 113 | MAINTENANCE I | | | | $28,000.00 | $28,000.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,360.00 |
| 0014 | 113 | MAINTENANCE I | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0015 | 113 | MAINTENANCE I | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0016 | 113 | MAINTENANCE I | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0017 | 113 | MAINTENANCE I | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0018 | 113 | TRUCK DRIVER III | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0019 | 113 | TRUCK DRIVER III | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0020 | 113 | MAINTENANCE I | | | | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0021 | 113 | MAINTENANCE I | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0023 | 113 | TRUCK DRIVER III | | | | $26,144.00 | $26,144.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,144.00 |
| 0024 | 113 | TRUCK DRIVER III | | | | $26,144.00 | $26,144.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,144.00 |
| 0026 | 113 | MAINTENANCE I | | | | $24,880.00 | $24,880.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,880.00 |
| 0027 | 113 | MAINTENANCE I | | | | $24,880.00 | $24,880.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,880.00 |
| 0028 | 113 | MAINTENANCE I | | | | $24,880.00 | $24,880.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,880.00 |
| 0029 | 113 | MAINTENANCE I | | | | $24,880.00 | $24,880.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,880.00 |
| 0030 | 113 | MAINTENANCE I | | | | $24,880.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0031 | 113 | MAINTENANCE I | | | | $24,880.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0032 | 113 | MAINTENANCE I | | | | $28,000.00 | $28,000.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,300.00 |
| 0033 | 113 | HEAVY EQUIPMENT OPERATOR III | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1100-432-00-123-001-0**

**AI - 29962**

**SANITATION PCT. 3**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0034 | 113 | MAINTENANCE II | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0035 | 113 | MAINTENANCE I | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0036 | 113 | MAINTENANCE I | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0037 | 113 | MAINTENANCE I | | | | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| | | **CREATE THE FOLLOWING HIGHLIGHTED POSITIONS** ↓ | | | | | | | | | | | |
| **0038** | **113** | **TRUCK DRIVER III** | | | | **$32,000.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **0039** | **113** | **OFFICE CLERK** | | | | **$28,000.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | TOTAL | | | $0.00 | $967,868.00 | $770,108.00 | $3,360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $773,468.00 |

**Approval to create the two (2) above highlighted positions.**
**Personnel actions pending CC approval.**

**AI-29828** **18. A.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Norma Ceballos **Submitted By:** Perla Lopez, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Pct. #3 R&B (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for revenues received from City of Palmhurst for the purchase of materials for road improvements of North Glasscock and 2 1/2 Mile Line Rd.

2. Approval of 2011 appropriation of funds into Precinct #3 Palmhurst (N Glasscock & 2 1/2 Mile Rd) in the amount of $4,108.00 to fund the purchase of materials for road improvements of North Glasscock and 2 1/2 Mile Line Road.

### BACKGROUND

Interlocal Agreement was approved by CC on 11/8/11 (AI - 29534).

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-123-098-0-673

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

### BUDGETARY IMPACT:

Appropriation of funds in the amount of $4,108.00 into Pct. #3 Palmhurst North Glasscock & 2 1/2 Mile Line Road.

## Attachments

BA

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Perla Lopez (Originator) | Perla Lopez | 12/02/2011 03:47 PM |
| Budget & Management | Merlen P. Munoz | 12/02/2011 03:49 PM |
| Olga Garza | Olga Garza | 12/02/2011 03:59 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Perla Lopez Started On: 11/22/2011 02:18 PM

Final Approval Date: 12/02/2011

**DATE:** December 6, 2011

**2011**
**Appropriation**

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Department of Budget & Management
for Pct. #3 R&B (1200)

**AI-29828**

**ACCOUNT NUMBER:** 1-1200-431-00-123-098-0-673

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

**Contact:** Perla Lopez
**Ph#:** 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT NUMBERS | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| | | |
| 1-1200-431-00-123-098-0-673 | Pct3-Pmhrst(N Glsscock&2 1/2)-R&B R&M Su | $ 4,108.00 |
| | | |
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| | | |
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| | | |
| *1-1200-364-00-123-000-0-000* | *R&B Pct. #3 - Contributions & Donations* | *4,108.00* |
| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **4,108.00** |

**REASON:**

**Appropriation of funds received from City of Palmhurst for the purchase of materials for road improvements of North Glasscock and 2 1/2 Mile Line Rd.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** ___/___/___

**ATTEST COUNTY CLERK**

**AI-29982** **18. B.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Discussion, consideration, and authorization to maintain TCDRS plan provisions for Plan year 2012.

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/02/2011 03:48 PM |
| Erika Zamora | Erika Zamora | 12/02/2011 04:14 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Monica Badillo Started On: 12/02/2011

Final Approval Date: 12/02/2011

**AI-29983** **18. C.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Rey Salazar **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Discussion and consideration regarding current and future capital projects/funding resources.

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/02/2011 04:00 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Angela Garcia Started On: 12/02/2011 03:55 PM

Final Approval Date: 12/02/2011

**AI-29950** **18. D. 1.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Co Wide **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

County Wide (1100):
a. Approval to rescind action taken on 11/01/11 as follows:

| |
|---|
| 1. Discussion, consideration and approval of corrective compensation for various employees for successful completion of the six (6) month probationary period as listed on attached exhibit A. |
| 2. Approval of interdepartmental transfer. |

b. Discussion, consideration and approval of corrective compensation for various employees as listed on attached exhibit A, as recommended by the Hidalgo County District Attorney's Office.
c. Approval of interdepartmental transfers.

### BACKGROUND

## Attachments

summary list
transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Rosalinda Cantu (Originator) | Rosie Cantu | 12/02/2011 03:29 PM |
| Budget & Management | Merlen P. Munoz | 12/02/2011 03:30 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Rosie Cantu Started On: 11/30/2011

Final Approval Date: 12/02/2011

# HIDALGO COUNTY
## Back Pay Employees
## EXHIBIT A

| Department Name | Employee Number | Position Titlle | Grade |
|---|---|---|---|
| CONSTABLE PCT.4 | 120693 | ADMINISTRATIVE ASSISTANT I | 4 |
| CRIM DA | 10049 | CRIMINAL INVESTIGATOR I | 12 |
| CRIM DA | 3336 | ASSISTANT DISTRICT ATTORNEY IV | 18 |
| DIST CLERK | 174513 | DEPUTY DISTRICT CLERK I | 5 |
| HEALTH CLINICS | 159263 | CLERK III | 5 |
| SHERIFF | 111945 | CHIEF ADMINISTRATOR | 18 |
| CO CLERK | 173347 | EXECUTIVE ASSISTANT I | 11 |
| | | | |

# HIDALGO COUNTY
## Back Pay Employees
## EXHIBIT A

| Department Name | Employee Number | Position Titlle | Grade |
|---|---|---|---|
| CONSTABLE PCT.4 | 120693 | ADMINISTRATIVE ASSISTANT I | 4 |
| CRIM DA | 10049 | CRIMINAL INVESTIGATOR I | 12 |
| CRIM DA | 3336 | ASSISTANT DISTRICT ATTORNEY IV | 18 |
| DIST CLERK | 174513 | DEPUTY DISTRICT CLERK I | 5 |
| HEALTH CLINICS | 159263 | CLERK III | 5 |
| SHERIFF | 111945 | CHIEF ADMINISTRATOR | 18 |
| CO CLERK | 173347 | EXECUTIVE ASSISTANT I | 11 |
| | | | |

**AI-29878** **19. A. 4.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

a. As requested by members of CC, discussion and action on options related to Request for Proposals for: Hidalgo County-Professional Auditing Services, incuding, but not limited to the following:

1. Cancellation of the current format of a Request for Proposals and re-issuance (after re-advertising) as a Request for Qualifications (as customary for HC), utilizing basic qualifications, requirements, scope of services (drafted and developed by County Auditor utilizing the GFOA guidelines for professional auditing services) and changing the evaluation criteria to follow Texas Government Code 2254.004 basing the ranking on qualifications and thereafter entering into negotiations to determine fees; or,
2. Proceed with project "as is" and continue with acceptance of responses schedule and advertised for Wednesday, December 7, 2011;

b. Appointment and/or designation by Commissioners' Court to select/assign an evaluation committee to score/grade RFP-2011-160-12-07-SMA "Hidalgo County-Professional Auditing Services", as referenced in the procurement packet or applicable if changed to an RFQ.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-13-125-005-0-335

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO #658028 for Burton, McCumber & Cortez, LLP has been paid in full.

Designation of evaluation/grading committee by CC does not require funding at this stage of procurement process.

2012 Adopted Budget is $145,000.00

## Attachments

RFP packet
Explanation
Josies corresp.
lindas response to questions
Exh A -Evaluation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|

| | | |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 09:14 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 09:51 AM |
| Rosalinda Cantu | Merlen P. Munoz | 12/01/2011 10:09 AM |
| Ivan Cantu | Ivan Cantu | 12/01/2011 04:02 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 05:07 PM |
| Purchasing Department | Marty Salazar | 12/02/2011 11:52 AM |

Form Started By: Sandra Montalvo Started On: 11/29/2011

Final Approval Date: 12/02/2011

**Hidalgo County Purchasing Department**
**New Administration Building**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

November 23, 2011

Re: **HIDALGO COUNTY**
Request For Proposals -**"Professional Auditing Services"**
**RFP No.: 2011-160-12-07-SMA**

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

**Request For Proposals (RFP) Checklist**
**Hidalgo County**
***"Professional Auditing Services"***
**RFP No.: 2011-160-12-07-SMA**

1) **Request for Proposals Letter, consists of __1__ page.**
2) **Request for Proposals, Legal Notice, consisting of __8__ pages.**
3) **Exhibit "A" -Specifications/Requirements with attachments, consisting of __21__ pages.**
4) **Exhibit "B"- Evaluation Criteria, , consisting of __2__ pages.**
5) **Exhibit "C"- Insurance Requirements, consisting of __4__ pages.**
6) **Exhibit "D"- Conflict of Interest Questionnaire (CIQ), , consisting of __1__ page.**
7) **Exhibit E, Proposer's Affidavit, consisting of __1__ page.**
8) **Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of __6__ pages.**
9) **Certification Regarding Debarment, consisting of __1__ page.**

**The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.**

**Thank you.**

Martha L. Salazar/ab

**Martha L. Salazar, CPPB, Purchasing Agent**

**November 23, 2011**
**Date**

# LEGAL NOTICE

**REQUEST FOR PROPOSALS**

## HIDALGO COUNTY
## "Professional Auditing Services"

**RFB No.: 2011-160-12-07-SMA**

| RFP NO: 2011-160-12-07-SMA | BUYER II: Sandra Montalvo | TEL: 956-318-2626 |
|---|---|---|

# REQUEST FOR PROPOSAL

**Hidalgo County**
Edinburg, Texas

**Hidalgo County**

***"Professional Auditing Services"***

**ACCEPTANCE DATE:**
**December 07, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. **Sealed Proposals** will be received for ***"Hidalgo County- Professional Auditing Services"*** in accordance with the requirements attached hereto as Exhibit "A." RFPs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFP.

**2.** One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***REQUEST FOR PROPOSALS -RFP NO: 2011-160-12-07-SMA-"HIDALGO COUNTY-PROFESSIONAL AUDITING SERVICES"*** and in County's Purchasing Department, 2812 S. Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday December 07, 2011.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: **RFP NO: 2011-160-12-07-SMA-** ***"Hidalgo County-Professional Auditing Services".***

Hidalgo County reserves the right to refuse and reject any/all RFPs and to waive any/all formalities or technicalities, or to accept the RFP considered the best and most advantageous to Hidalgo County.

**WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN *Wednesday On November 30, 2011 at 5:00 p.m.*** Responses will be sent to all applicants via facsimile by ***Friday December 02, 2011 at 5:00 p.m.*** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFPs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFP and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFP.

6. No RFP may be withdrawn within ninety (90) days from the scheduled time to accept RFPs.

7. Any interpretations, amendments, corrections or changes to this RFP document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposal. Vendors shall acknowledge receipt of all addenda as a part of their RFP.

8. County reserves the right to accept or reject any or all RFPs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. **DELIVERY INSTRUCTIONS** (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

## 14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful vendor
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - ***"Hidalgo County -Professional Auditing Services"***
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - f) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Ray Eufracio, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

## 15. SCHEDULE OF EVENTS

| | |
|---|---|
| **RFP Acceptance, 9:30 A.M.** | December 07, 2011 |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

## 16. ~~Bid OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION~~: PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to~~

~~the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code

Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate

any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

**Request for Proposals**
for
**Hidalgo County**
**Professional Auditing Services**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Proposals Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFPs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFPs, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

## SPECIFICATIONS/REQUIREMENTS

**REQUEST FOR PROPOSALS**

## HIDALGO COUNTY
## "Professional Auditing Services"

**RFB No.: 2011-160-12-07-SMA**

# EXHIBIT "A"

REQUEST FOR PROPOSAL AND ATTACHMENTS

# COUNTY OF HIDALGO, TEXAS

# HIDALGO COUNTY PURCHASING DEPARTMENT

# REQUEST FOR PROPOSAL

# FOR

*"Professional Auditing Services"*

DECEMBER 07, 2011

ADMINISTRATION BUILDING
2802 S. BUSINESS HWY 281
EDINBURG, TEXAS 78539

COUNTY OF HIDALGO, TEXAS

REQUEST FOR PROPOSAL

**TABLE OF CONTENTS**


I. INTRODUCTION

A. General Information
B. Term of Engagement
C. Subcontracting

II. NATURE OF SERVICES REQUIRED

A. General
B. Scope of Work to be Performed
C. Auditing Standards to be Followed
D. Reports to be Issued
E. Special Considerations
F. Working Paper Retention and Access to Working Papers

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/ Organizational Chart/ Location of Offices
B. Background Information
C. Fund Structure
D. Budgetary Basis of Accounting
E. Federal and State Financial Assistance
F. Pension Plans
G. Component Units
H. Magnitude of Finance Operations
I. Computer Systems
J. Internal Audit Function
K. Availability of Prior Reports and Working Papers

IV. TIME REQUIREMENTS

A. Schedule for the 2011 Fiscal Year Audit
    1. Interim Work
    2. Detail Audit Plan and Programs
    3. Fieldwork
    4. Draft Reports
B. Entrance Conferences, Progress Reporting and Exit Conferences
C. Date Final Report is Due

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance
B. Statements and Schedules to be Prepared by the Staff of the Hidalgo County
C. Work Area, Telephone, Photocopying and FAX Machines
D. Report Preparation

VI. PROPOSAL REQUIREMENTS

A. General Requirements
   1. Submission of Notification of Interest
   2. Preproposal conference and On-site Inspections
   3. Inquiries
   4. Submission of Proposals

B. Proposal Format
   1. General Requirements
   2. Independence
   3. License to Practice in Texas
   4. Firm Qualifications and Experience
   5. Partner, Supervisory and Staff Qualifications and Experience
   6. Prior Engagements with the [COUNTY]
   7. Similar Engagements with Other Government Entities
   8. Specific Audit Approach
   9. Identification of Anticipated Potential Audit Problems
   10. Cost Proposal

VII. EVALUATION PROCEDURES

A. Audit Committee
B. Review of Proposals
C. Evaluation Criteria
   1. Mandatory Elements
   2. Technical Qualifications
   3. Price
D. Oral Presentations
E. Final Selection
F. Right to Reject Proposals

APPENDICES

A. Organizational Chart
B. List of Principal Officials
C. Format for Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price

COUNTY OF HIDALGO, TEXAS
REQUEST FOR PROPOSAL

## I. INTRODUCTION

### A. General Information

The County of Hidalgo, Texas (the County) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for fiscal years 2011 and 2012, with the option of auditing its financial statements for fiscal years 2013 and 2014. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S Government Accountability Office's (GAO) *Government Auditing Standards* (1994), the provisions of the federal Single Audit Act of 1984 (as amended in 1996), and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

There is no expressed or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Any inquiries concerning the request for proposals should be submitted in writing via facsimile to (956) 318-2629 or Email to sandra.montalvo@co.hdialgo.tx.us by no later than 5:00 pm., November 30, 2011 . on Wednesday, Responses to inquiries submitted will be provided to all proposers by Friday, December 02, 2011 by 5:00 p.m..

To be considered, one (1) original and seven (7) copies of a proposal must be received and time stamped in the Hidalgo County Purchasing Department by 9:30 a.m. on Wednesday, December 07, 2011.

All proposals must be submitted in a sealed envelope with the proposers name and address on the upper left hand corner and the proposers name, proposal number, opening date and time on the lower right hand corner clearly marked on the outside of the envelope. If an overnight delivery service is used, the above notations must be clearly marked on the outside of the delivery service envelope.

Sealed Proposals may be hand-delivered or mailed to:

| **Physical Address:** | **Mailing Address:** |
|---|---|
| Ms. Martha L. Salazar, CPPB,<br>Hidalgo County Purchasing Agent<br>2802 S. Business Hwy 281<br>Edinburg, Texas 78539 | Ms. Martha L. Salazar, CPPB,<br>Hidalgo County Purchasing Agent<br>2812 S. Business Hwy 281<br>Edinburg, Texas 78539 |

Facsimile and electronic mail transmittals will not be accepted.

Any proposal received after the submission deadline will not be opened and will be returned. The County is not responsible for lateness of mail, courier service, etc.

The County reserves the right to reject any or all proposals submitted.

Submission of a Proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

B. Term of Engagement

A two-year contract is contemplated with the option of two (2) additional one-year renewals subject to the satisfactory negotiation of terms (including a price acceptable to both the County and the selected firm), the concurrence of the Commissioners Court, and the annual availability of an appropriation.

C. Subcontracting

Subcontracting will not be allowed without the express prior written consent of the Commissioners Court.

## II. NATURE OF SERVICES REQUIRED

A. General

The County of Hidalgo, Texas (the County) is soliciting the services of qualified firms of certified public accountants to audit its financial statements for fiscal years 2011 and 2012, with the option to audit the County's financial statements for fiscal years 2013 and 2014. These audits are to be performed in accordance with the provisions contained in this request for PROPOSALs.

B. Scope of Work to be Performed

The County desires the auditor to express an opinion on the fair presentation of its governmental activities, its business-type activities, its component unit, each of its major funds, and its aggregate remaining fund information in conformity with generally accepted accounting principles.

The County also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal and state awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards* (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-

133, *Audits of States, Local Governments, and Non-Profit Organizations.*

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
3. A report on compliance and internal control over compliance applicable to each major federal program.
4. A report on compliance and internal control over compliance applicable to each major state program.

In the required reports on compliance and internal controls, the auditor shall communicate any significant deficiency or material weakness found during the audit. A *significant deficiency* shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected. A *material weakness* shall be defined as a significant deficiency or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected. Significant deficiencies that are also material weaknesses shall be identified as such in the report.

Control deficiencies discovered by the auditors that are neither significant deficiencies nor material weaknesses shall be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls. A *control deficiency* shall be deemed to have occurred whenever the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.

The reports on compliance and internal controls shall include <u>all</u> instances of noncompliance.

<u>Irregularities and illegal acts</u>. Auditors shall be required to make an immediate, <u>written</u> report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- Commissioners Court Executive Officer
- County Auditor

Auditors shall assure themselves that the County is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements

6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

E. Special Considerations

1. The financial statements of the Hidalgo County Drainage District No. 1 (the District) are included as a component unit of the financial statements of the County of Hidalgo, Texas. The District has retained the firm of Burton McCumber & Cortez, L.L.P. to audit its financial statements for FY 2011 and FY 2012.

2. The County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will not be required to provide special assistance to the County to meet the requirements of that program.

3. The County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

4. The County has determined that the United States Department of Health and Human Services will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

5. The Schedule of Expenditures of Federal and State Awards and related auditor's report, as well as the reports on compliance and internal controls are to be issued as part of the comprehensive annual financial report.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- County of Hidalgo, Texas
- U.S. Department of Health & Human Services
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by the County as part of an audit quality review process
- Auditors of entities of which the County is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

## III. DESCRIPTION OF THE GOVERNMENT

### A. Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices

The auditor's principal contact with the County will be Mr. Raymundo Eufracio, County Auditor, or a designated representative, who will coordinate the assistance to be provided by the County to the auditor.

The auditor's principal contact with the Hidalgo County Head Start Program will be Ms. Teresa Flores, Director, or a designated representative, who will coordinate the assistance to be provided by the Head Start Program to the auditor.

The auditor's principal contact with the Hidalgo County Urban County Program will be Ms. Diana Serna, Director, or a designated representative, who will coordinate the assistance to be provided by the Urban County Program to the auditor.

The auditor's principal contact with the Hidalgo County Community Service Agency will be Ms. Maribel Navarro Saenz, Director, or a designated representative, who will coordinate the assistance to be provided by the Community Service Agency to the auditor.

An organizational chart (Appendix A) and a list of principal officials (Appendix B) are attached.

### B. Background Information

The County of Hidalgo, Texas serves an area of 1,570 square miles with an estimated population of 774,769 in 2010. The County's fiscal year begins on January 1 and ends on December 31.

The County provides the following services to its citizens:

- Administration of justice
- Public safety
- Health and welfare services
- Construction and maintenance of roads and other infrastructure
- Sanitation services
- Recreational and cultural activities

The County has a total payroll of $109,815,085 covering 2997 employees.

The County is organized into 70 departments and agencies. The accounting and financial reporting functions of the County are decentralized. The County's Head Start Program, Urban County Program, and Community Service Agency each maintain their own separate financial accounting systems.

More detailed information on the government and its finances can be found in the County's Comprehensive Annual Financial Report (CAFR), Single Audit, and Annual Operating Budget. These documents can be found on the County's website located at http://www.co.hidalgo.tx.us/. The County's CAFR and Single Audit may also be obtained by contacting the County Auditor's Office at 2808 S. Business Hwy 281, Edinburg, Texas 78539. The County's Annual Operating Budget may also be obtained by contacting the Department of Budget and Management at 2818 S. Business Hwy 281, Edinburg, Texas 78539.

C. Fund Structure

The County uses the following fund types and account groups in its financial reporting:

| Fund Type | Number of Individual Funds | Number With Legally Adopted Annual Budgets |
|---|---|---|
| General fund | 1 | 1 |
| Special revenue funds | 50 | 32 |
| Debt service funds | 13 | 13 |
| Capital projects funds | 15 | 0 |
| Enterprise funds | 2 | 0 |
| Internal service funds | 2 | 0 |
| Private-purpose trust funds | 8 | 0 |
| Pension (and other employee benefits) trust funds | 1 | 0 |
| Agency funds | 12 | 0 |

D. Budgetary Basis of Budgeting

The County prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Federal and State Financial Assistance

During fiscal year 2010, the County expended $106,187,315 in federal and state awards. Please refer to the County' fiscal year 2010 Single Audit at http://www.co.hidalgo.tx.us/index.aspx?NID=448 for a complete list of all federal and state awards.

F. Pension Plans

The County participates in the following pension plans:

| Plan | Type | Actuary |
|---|---|---|
| Texas County and District Retirement System | Single-employer defined benefit contribution | Lewis & Ellis, Inc. |
| Hidalgo County Affiliated Departments Retirement Plan | Tax-deferred money purchase pension plan | The Pension Company Consulting Actuaries |

G. Component Units

The reporting entity is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Statement No. 14, *The Financial Reporting Entity*. Using these criteria, the management of the County identified the following component unit for inclusion in the County's financial statements:

Hidalgo County Drainage District No. 1
Fiscal Year Ending December 31

The auditors of the District are contractually obligated to provide information needed for the audit of the County.

H. Magnitude of Finance Operations

The County's finance department is headed by Mr. Raymundo Eufracio, County Auditor, and

consists of 44 employees. The principal functions performed and the numbers of employees assigned to each are as follows:

| Function | Number of Employees |
|---|---|
| Accounts Payable | 14 |
| Internal Audit | 10 |
| Financial Accounting | 6 |
| Grants Accounting | 6 |

The Hidalgo County Head Start Program's finance department is headed by Ms. Teresa Flores, Director, and consists of 7 of employees.

The Hidalgo County Urban County Program's finance department is headed by Ms. Diana Serna, Director, and consists of 5 of employees.

The Hidalgo County Community Service Agency's finance department is headed by Ms. Maribel Navarro Saenz, Director, and consists of 11 of employees.

I. Computer Systems

| Primary Government | Financial Accounting System | Vendor |
|---|---|---|
| Hidalgo County | alio | Weidenhammer Systems, Corp. |
| Hidalgo County Head Start Program | MIP Fund Accounting | SAGE |
| Hidalgo County Urban County Program | FundWare | Blackbaud |
| Hidalgo County Community Service Agency | IBM AS-400 Accounting Software | Internally developed. |

J. Internal Audit Function

The County maintains an internal audit function that reports to the County Auditor and is staffed by 10 employees. All 10 members of the internal audit staff have a BBA degree and 5 members have a master's degree.

K. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact the County Auditor's Office at 2808 S. Business Hwy 281, Edinburg Texas 78539 (956) 318-2511. The County Auditor's Office will use its best efforts to make prior audit reports and management letters available to proposers to aid their response to this request for proposals.

## IV. TIME REQUIREMENTS

A. Schedule for the 2011 Fiscal Year Audit (A similar time schedule will be developed for audits of future fiscal years).

Each of the following should be completed by the auditor no later than the dates indicated.

1. Detailed Audit Plan

The auditor shall provide the County by November 15 both a detailed audit plan and a list of all schedules to be prepared by the County.

2. Fieldwork

   The auditor shall complete all fieldwork by April 30.

3. Draft reports

   The auditor shall have drafts of the audit reports and recommendations to management available for review by the County Auditor by May 20.

B. Entrance Conferences, Progress Reporting and Exit Conferences (A similar time schedule will be developed for audits of future fiscal years).

At a minimum, the following conferences should be held:

| | |
|---|---|
| Entrance conference with County Auditor and department heads of key offices or programs | The purpose of this meeting will be to discuss prior audit problems and to establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor. |
| Progress conference(s) with County Auditor and department heads of key offices or programs | The purpose of this meeting(s) will be to discuss the status of the audit and preliminary findings related to key internal controls or other matters tested. |
| Exit conference with County Auditor and department heads of key offices or programs | The purpose of this meeting will be to summarize the results of the field work and to review significant findings |

C. Date Final Report is Due

The County Auditor's Office shall prepare draft financial statements, notes, all required supplementary schedules, and statistical data by May 31. The auditor shall provide all recommendations, revisions and suggestions for improvement to the County Auditor by June 8.

The County Auditor's Office will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed reports shall be delivered to the Commissions Court by June 26.

## V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

B. Statements and Schedules to be Prepared by the Staff of the County.

The staff of County will prepare all statements and schedules for the auditor by May 31.

C. Work Area, Telephones, Photocopying and FAX Machines

The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and FAX machines.

D. Report Preparation

Report preparation, editing and printing shall be coordinated by the County Auditor's Office. The auditor will be responsible for providing the paper stock necessary for printing 100 reports.

## VI. QUALIFICATION REQUIREMENTS

### A. General Requirements

1. Inquiries

Inquiries concerning the request for PROPOSALs and the subject of the request for proposals must be made in writing to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
2802 S. Business Hwy 281
Edinburg, Texas 78539
FAX: (956) 318-2629

CONTACT WITH PERSONNEL OF THE COUNTY OTHER THAN MARTHA L. SALAZAR, HIDALGO COUNTY PURCHASING AGENT, REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Submission of proposals

The following material is required to be received by no later than 9:30 a.m., December 07, 2011 for a proposing firm to be considered:

a. An original and seven (7) copies to include the following:

i. Title Page
Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

ii. Table of Contents

iii. Transmittal Letter
A signed letter of transmittal briefly states the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 90 days.

The PROPOSAL must be signed by a person entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the County.

iv. Detailed PROPOSAL
The detailed PROPOSAL should follow the order set forth in Section VI B of this request for proposal.

v. Copy of current external quality control review.

vi. Executed copies of … (e.g., Proposer's Affidavit, CIQ, Proposers applications, W-9 form, Debarment, etc.)

vii. Certificate(s) of Insurance (e.g., Project and Insurance Requirements Acknowledgement etc.)

b. Proposers should send the completed proposal in a sealed envelope to the following address:

Martha L. Salazar, CPPB,
Hidalgo County Purchasing Agent
2802 S. Business Hwy 281
Edinburg, Texas 78539

The sealed envelope should include on its face the following information: the RFP number, the name of the firm, and opening date.

B. Proposal Format

1. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the County of Hidalgo, Texas in conformity with the requirements of this request for proposal. As such, the substance of proposal will carry more weight than their form or manner of presentation. the proposal should demonstrate the proposal of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements.

The proposal should address all the points outlined in the request for proposal. the proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. while additional data may be presented, the following subjects, items no. 2 through 10, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards/the U.S. Government Accountability Office's *Government Auditing Standards* (1994).

The firm also should provide an affirmative statement that it is independent of the component unit of the County as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the County or any of its agencies or component unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the County written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Texas

An affirmative statement should be included that the firm and all assigned key professional staff are properly registered/licensed to practice in Texas.

4. Firm Proposal and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Proposal and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Texas. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, Proposal, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the County, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better proposal or experience.

6. Prior Engagements with the County

List separately all engagements within the last five years, ranked on the basis of total staff

hours, for the County by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. Similar Engagements With Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as County's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement
b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
c. Sample size and the extent to which statistical sampling is to be used in the engagement
d. Extent of use of EDP software in the engagement
e. Type and extent of analytical procedures to be used in the engagement
f. Approach to be taken to gain and document an understanding of the County's internal control structure
g. Approach to be taken in determining laws and regulations that will be subject to audit test work
h. Approach to be taken in drawing audit samples for purposes of tests of compliance

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

10. Cost Proposal

a. Total All-Inclusive Not to exceed Price

The cost proposal should include a total all-inclusive not to exceed for the 2011 and 2012 engagements and optional 2013 and 2014 engagements. The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive not to exceed price is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

b. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

A schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix C) that supports the total all-inclusive maximum price. The cost of special services described in Section II E of this request for proposal should be disclosed as separate components of the total all-inclusive maximum price.

c. Out-of-pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging, and subsistence) will be reimbursed at the rates used by the County for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented in the format provided in the attachment (Appendix C). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the PROPOSAL stating the firm will accept reimbursement for travel, lodging, and subsistence at the prevailing County rates for its employees.

d. Rates for Additional Professional Services

If it should become necessary for the County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between County and the firm. Any such additional work agreed to between County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the cost proposal.

e. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month. Ten percent (10%) will be withheld from each billing pending delivery of the firm's final reports.

Payment shall be made by check from the County upon satisfactory completion and acceptance of services specified in the contract and submission of invoice to the Valde Guerra, Executive Officer, Attn: Monica Badillo, 2818 S. Business Hwy 281, Edinburg, Texas 78539. All payments owed will be paid no later than thirty (30) days after the services are received or the date the invoice is received by the County Auditor's Office, whichever is later. As a minimum, invoices will include:

- Name, address, and telephone number of successful proposer
- Name and address of receiving department or official

- County purchase order number and contract number (if any)
- Identification of service as outlined in the contract
- Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Any additional payment information which may be required by the contract

## VII. EVALUATION PROCEDURES

### A. Evaluation Committee

Proposals submitted will be evaluated by an Evaluation Committee selected by the Commissioners Court.

### B. Review of Proposals

The Evaluation Committee will use a point formula during the review process to score proposals. The County reserves the right to retain all proposals submitted and uses any idea in a proposal regardless of whether that PROPOSAL is selected.

### C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their Proposals evaluated and scored for both technical proposal and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

   a. The audit firm is independent and licensed to practice in Texas;
   b. The firm has no conflict of interest with regard to any other work performed by the firm for the County;
   c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal; and
   d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

2. Technical Quality: (Maximum Points - 50)

   a. Expertise and Experience (Maximum Points - 35)
      1) The firm's past experience and performance on comparable government engagements (Maximum Points - 20)
      2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation (Maximum Points - 15)
   b. Audit Approach (Maximum Points - 15)
      1) Adequacy of proposed staffing plan for various segments of the engagement (Maximum Points - 5)
      2) Adequacy of sampling techniques (Maximum Points - 5)
      3) Adequacy of analytical procedures (Maximum Points - 5)

3. Price: (Maximum Points - 50)
   The maximum score for price will be assigned to the firm offering the lowest total all-

inclusive maximum price. Appropriate fractional scores will be assigned to other proposers using the following formula:

Difference in Cost PROPOSAL = % Reduction from Maximum Points
Lowest Cost PROPOSAL

D. Oral Presentations

During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

E. Final Selection

The Commissioners Court will select a firm based upon the recommendation of the Evaluation Committee.

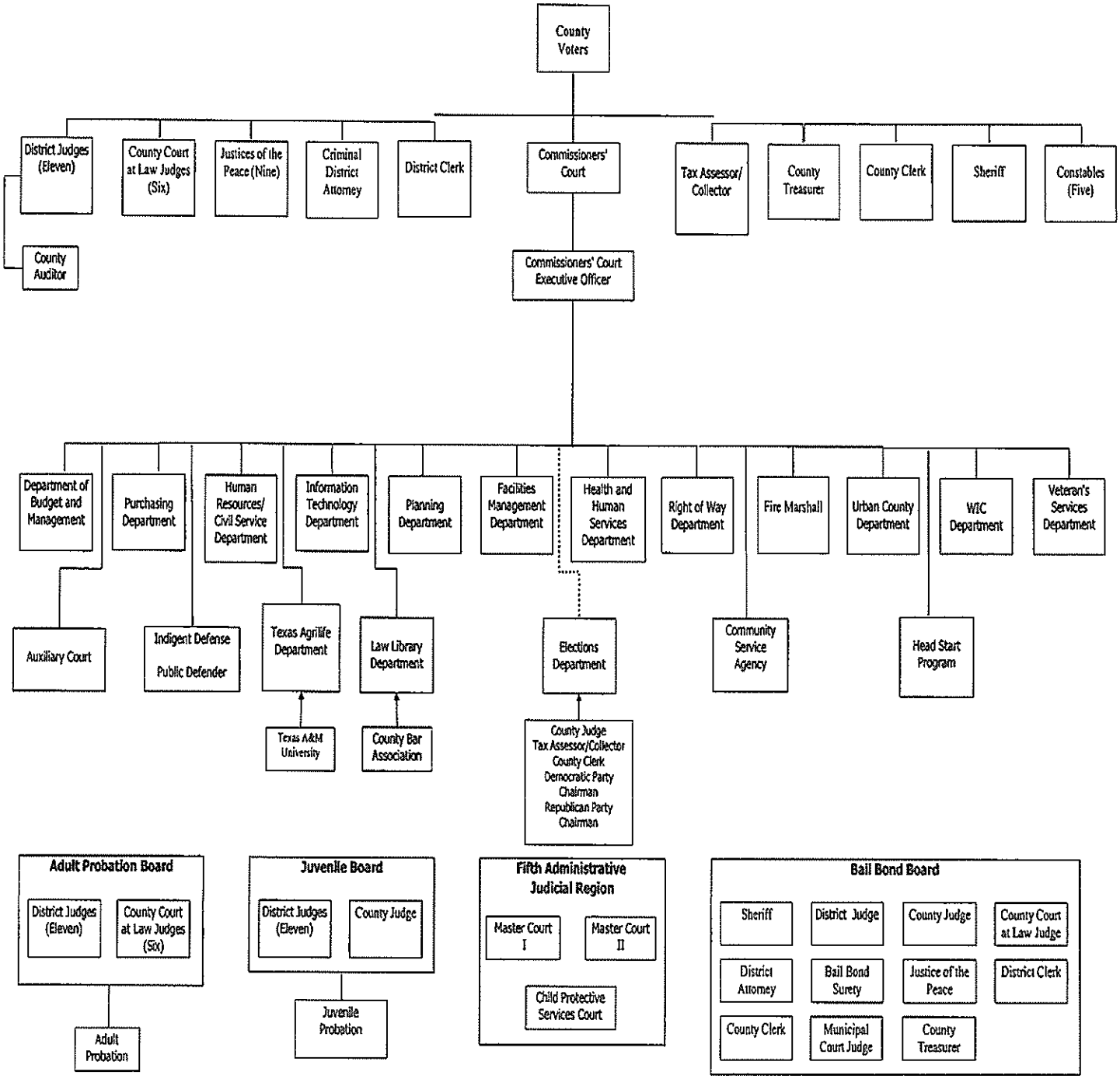
F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

The County reserves the right without prejudice to reject any or all proposal.

# APPENDIX A

## County of Hidalgo, Texas
Organizational Chart



APPENDIX B

## LIST OF PRINCIPAL OFFICIALS
## As of August 31, 2011

Commissioners Court (The Governing Body)

Ramon Garcia, County Judge
Joel Quintanilla, County Commissioner, Precinct No. 1
Hector Palacios, County Commissioner, Precinct No. 2
Jose M. Flores, County Commissioner, Precinct No. 3
Joseph Palacios, County Commissioner, Precinct No. 4

Judges

Ricardo P. Rodriguez, Jr., District Judge, 92nd Judicial District
Rodolfo Delgado, District Judge, 93rd Judicial District
J.R. "Bobby" Flores, District Judge, 139th Judicial District
Rose G. Reyna, District Judge, 206th Judicial District
Juan R. Partida, District Judge, 275th Judicial District
Mario E. Ramirez, Jr., District Judge, 332nd Judicial District
Noe Gonzalez, District Judge, 370th Judicial District
Leticia Lopez, District Judge, 389th Judicial District
Aida Salinas Flores, District Judge, 398th Judicial District
Israel Ramon, District Judge, 430th Judicial District
Jesse Contreras, District Judge, 449th Judicial District
Rodolfo Gonzalez, Judge, County Court at Law No. 1
Jaime J. Palacios, Judge, County Court at Law No. 2
Homero Garza, Judge, Probate Court
Fred S. Garza, Judge, County Court at Law No. 4
Arnoldo Cantu Jr., Judge, County Court at Law No. 5
Albert Garcia, Judge, County Court at Law No. 6

Other Principal Officials

Raymundo Eufracio, County Auditor
Arturo Guajardo, Jr., County Clerk
Guadalupe Trevino, County Sheriff
Norma G. Garcia, County Treasurer
Rene A. Guerra, District Attorney
Laura Hinojosa, District Clerk
Armando Barrera, Jr., Tax Assessor-Collector
Martha L. Salazar, County Purchasing Agent

**Phone numbers and addresses may be retrieved from the County's website located at** http://www.co.hidalgo.tx.us/

APPENDIX C

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**
**FOR THE AUDIT OF THE FISCAL YEAR 2011 FINANCIAL STATEMENTS**

| | Hours | Standard Hourly Rates | Quoted Hourly Rates | Total |
|---|---|---|---|---|
| Partners | _____ | $____ | $____ | $____ |
| Managers | _____ | _____ | _____ | _____ |
| Supervisory staff | _____ | _____ | _____ | _____ |
| Staff | _____ | _____ | _____ | _____ |
| Other (specify): | _____ | _____ | _____ | _____ |
| Subtotal | | | | $____ |
| Total for services described in Section II E of the RFP (Detail on subsequent pages) | | | | $____ |
| Out-of-pocket expenses: | | | | |
| Meals and lodging | | | | _____ |
| Transportation | | | | _____ |
| Other (specify):_____ | | | | _____ |
| Total all-inclusive maximum price for Fiscal Year 2011 audit | | | | $_____ |

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

# EXHIBIT "B"

## EVALUATION CRITERIA

**REQUEST FOR PROPOSALS**

## HIDALGO COUNTY
## "Professional Auditing Services"

**RFP No.: 2011-160-12-07-SMA**

# EXHIBIT "B"

## EVALUATION CRITERIA

Hidalgo County

*"Professional Auditing Services"*

RFP No. 2011-160-12-07-SMA

The respondent's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form."

A. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their PROPOSALs evaluated and scored for both technical proposal and price. The following represent the principal selection criteria which will be considered during the evaluation process.

**1. MANDATORY ELEMENTS**

a. The audit firm is independent and licensed to practice in Texas;
b. The firm has no conflict of interest with regard to any other work performed by the firm for the County;
c. The firm adheres to the instructions in this request for PROPOSAL on preparing and submitting the PROPOSAL; and
d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

**2. TECHNICAL QUALITY:** (Maximum Points - 50)

a. Expertise and Experience (Maximum Points - 35)
   1) The firm's past experience and performance on comparable government engagements (Maximum Points - 20)
   2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation (Maximum Points - 15)
b. Audit Approach (Maximum Points - 15)
   1) Adequacy of proposed staffing plan for various segments of the engagement (Maximum Points - 5)
   2) Adequacy of sampling techniques (Maximum Points - 5)
   3) Adequacy of analytical procedures (Maximum Points - 5)

**3. PRICE:** (Maximum Points - 50)

The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers using the following formula:

$$\frac{\text{Difference in Cost PROPOSAL}}{\text{Lowest Cost PROPOSAL}} = \% \text{ Reduction from Maximum Points}$$

# EXHIBIT "B"
## EVALUATION FORM
Hidalgo County
*"Professional Auditing Services"*
RFP No. 2011-160-12-07-SMA

| SELECTION CRITERIA | Maximum Points breakdown | SCORE |
|---|---|---|
| **1) TECHNICAL QUALITY:** (Maximum Points - 50) | | |
| *A. Expertise and Experience (maximum points - 35)* | | |
| 1) The firm's past experience and performance on comparable government engagements | 20 | |
| 2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation | 15 | |
| *B. AUDIT APPROACH (maximum points - 15)* | | |
| 1) Adequacy of proposed staffing plan for various segments of the engagement | 5 | |
| 2) Adequacy of sampling techniques | 5 | |
| 3) Adequacy of analytical procedures | 5 | |
| | TOTAL: | |
| Comments/Rationale For Points: | | |
| | | |
| | | |
| | | |
| | | |
| **2) PRICE:** (Maximum Points - 50) The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers using the following formula: | | |
| Difference in Cost PROPOSAL = % Reduction from Maximum Points / Lowest Cost PROPOSAL | 50 | |
| | TOTAL: | |
| Comments/Rationale For Points: | | |
| | | |
| | | |
| | | |
| Total Score | | |

Provider: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

## INSURANCE REQUIREMENTS

**REQUEST FOR PROPOSALS**

## HIDALGO COUNTY
## "Professional Auditing Services"

**RFP No.: 2011-160-12-07-SMA**

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE OCCUR<br>OWNER'S & CONTR PROT<br>OWNER'S PROTECTIVE LIABILITY<br>GEN AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY: EA ACCIDENT<br>OTHER THAN EA ACC<br>AUTO ONLY: AGG | $<br>$<br>$ |
| C | EXCESS LIABILITY<br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY<br>OTHER | | | | WC STATU- TORY LIMITS OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED, INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## THIS FORM MUST ACCOMPANY BID PACKET

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

## THIS FORM MUST ACCOMPANY BID PACKET

# EXHIBIT "D"

## CIQ FORM
## CONFLICT OF INTEREST QUESTIONNAIRE

**REQUEST FOR PROPOSALS**

## HIDALGO COUNTY
## "Professional Auditing Services"

**RFP No.: 2011-160-12-07-SMA**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

# EXHIBIT "E"

**PROPOSER'S AFFIDAVIT**

**REQUEST FOR PROPOSALS**

## HIDALGO COUNTY
## "Professional Auditing Services"

**RFP No.: 2011-160-12-07-SMA**

# PROPOSER'S AFFIDAVIT
## Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING**
**FOR "PROFESSIONAL AUDITING SERVICES" FOR**
**HIDALGO COUNTY**
**PROJECT NO.: 2011-160-12-07-SMA**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

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Signature/Title: _____

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Subscribed and sworn to before me this _____day of _____, 2011.

_____

Notary Public

My commission expires:_____, 20____

# VENDOR'S APPLICATION

# &

# W-9 FORM

**REQUEST FOR PROPOSALS**

**HIDALGO COUNTY**
**"Professional Auditing Services"**

**RFP No.: 2011-160-12-07-SMA**

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or email: purchasing@co.hidalgo.tx.us**

| |
|---|
| **Company Name:** **Telephone No. ( )** |
| **dba Name:** |
| **Legal Name:** |
| **Mailing Address :** **Fax No. ( )** |
| **Physical Address:** |
| **City, State, Zip** **Tax I.D. No.** |
| **Remit to Address :** **City, State, Zip** |
| **E-Mail Address:** |
| **Representative(s) Name(s) & Title(s)** |
| **Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify**<br>**State Identification No._____ (Please attached completed W-9 form with this application)**<br>**Federal Identification No. or (if individual) SS No.** |
| **State of Incorporation: _____ Date:_____ Other:** |
| **Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify** |
| **Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:** |
| **Small and/or Disadvantaged Business Information (check application criteria)**<br>**Small Business:_____Disadvantaged Business (At Least 51% Ownership)**<br><br>**☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American**<br>**☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women**<br>**☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other**<br>**☐ More than 500,000 annual gross receipt**<br><br>**Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No**<br><br>**Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No** |
| **What type of product(s) is/are solicited by your company?:**<br><br>**Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No** |
| **To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):**<br><br>**Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:** |

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

**If yes, by whom?:** ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

**Indicate Certification No(s).:**_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | | - | | | - | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |

Employer identification number

| | | - | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|---|---|---|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# CERTIFICATION REGARDING DEBARMENT

## HIDALGO COUNTY

REQUEST FOR PROPOSALS
"Professional Auditing Services"

RFP No.: 2011-160-12-07-SMA

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

| | |
|---|---|
| **From:** | Martha Salazar |
| **To:** | "Linda Fong"; sandra.montalvo@co.hidalgo.tx.us |
| **Cc:** | "Raymundo Eufracio"; "Darlene Betancourt" |
| **Subject:** | RE: HIDALGO COUNTY-PROFESSIONAL AUDITING SERVCIES RFQ-2011-160 |
| **Date:** | Wednesday, October 26, 2011 4:54:35 PM |
| **Importance:** | High |

---

Ms. Linda:
Let me offer a clarification:
Since the professional service requested is under 2254.003, we are soliciting RFQ/P (a Request for Qualifications with Proposal). A cost proposal will be included as well as points for that in the evaluation sheet. However, after the grading and ranking, since it is a proposal, the County can certainly request a best and final offer as part of the negotiation process. The only thing I would want Sandra to clarify is to note only GC 2254 and not 2254.001. If this was strictly an RFQ, then language advising prospective participants that according to 2254.004 fees are not to be submitted with SOQ and will be negotiated after the ranking. Hope this clarifies your comments.
Marty
PS Mr. Eufracio commented to me yesterday that we had removed "legal notices" from the table of contents in the packet you provided. That has been clarified by Sandra as she explains that since our Purchasing format for the packet has the "legal notices" as the first part of the packet, she deleted the duplication of the legal notices in your Exhibit A. Hope that addresses his inquiry.

---

**From:** Linda Fong [mailto:linda.fong@auditor.co.hidalgo.tx.us]
**Sent:** Tuesday, October 25, 2011 5:50 PM
**To:** sandra.montalvo@co.hidalgo.tx.us
**Cc:** Raymundo Eufracio; Martha L. Salazar
**Subject:** FW: HIDALGO COUNTY-PROFESSIONAL AUDITING SERVCIES RFQ-2011-160
**Importance:** High

Sandy,

Corrections:
Please replace "[NAME OF GOVERNMENT]" with "County" on the Table of Contents Section VI.B.6.
Please replace "Maximum" with "Not to Exceed" on the Table of Contents under Appendix C.

Comments:
The Request for Proposals was changed to a Request for Qualifications with Proposals. Section VI.B.10. was modified from "Cost Proposal" to "Fee Schedule" and states Firms are to provide a fee schedule with this submittal. However, it also states that the fee will be negotiated in accordance with GC 2254.001. Which is it – an RFQ/P or an RFQ. If it's an RFQ/P, than the cost proposal should be part of the packet and considered during the evaluation. If it's an RFQ, then you need to modify the evaluation criteria which award points for cost.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office

---

**From:** Sandra Montalvo [mailto:sandra.montalvo@co.hidalgo.tx.us]
**Sent:** Tuesday, October 18, 2011 4:24 PM
**To:** linda.fong@auditor.co.hidalgo.tx.us

**Subject:** HIDALGO COUNTY-PROFESSIONAL AUDITING SERVCIES RFQ-2011-160
**Importance:** High

Linda,

Attach you will find the modification for the above mention project. Please review them thoroughly and return by no later than Thursday, October 20, 2011.

Also, please provide me with the appendix A (organizational chart).

*Thank you,*
*Sandra Montalvo, Buyer II*
*Hidalgo County Purchasing Department*
*2812 S. Bus. Hwy. 281*
*Edinburg, Tx 78539*
*Office-(956)318-2626 ext. 4865*
*Fax-(956)318-2629 or (956)292-7612*
*Email:* **sandra.montalvo@co.hidalgo.tx.us**

| | |
|---|---|
| **From:** | Josephine L. Ramirez |
| **To:** | "Martha Salazar" |
| **Cc:** | "Darlene Betancourt"; sandra.montalvo@co.hidalgo.tx.us |
| **Subject:** | RE: Texas Government Code 2254.001 through .004 |
| **Date:** | Friday, December 02, 2011 9:19:20 AM |
| **Attachments:** | image002.png |

Good morning Marty,

There is no legal requirement to use a Request for Proposal when procuring a professional service. It is only a recommended concept to assist the County in obtaining the best value. An option would be to revise the selection criteria and make the value placed on cost less than what it is now. Your Model Purchasing Manual indicates there is no problem with using a concept based on the competitive proposal to obtain qualifications and rates for professional services. However, again, it is not a legal requirement by statute. Regardless, the auditing/accounting services are exempt from competitive bidding under both the Local Government Code and the Professional Services Procurement Act (Gov't Code) so you can post however you see fit.

Josephine Ramirez Solis
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********
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**********

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Thursday, December 01, 2011 5:03 PM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Cc:** 'Darlene Betancourt'; sandra.montalvo@co.hidalgo.tx.us
**Subject:** FW: Texas Government Code 2254.001 through .004
**Importance:** High

# GOVERNMENT CODE

## TITLE 10. GENERAL GOVERNMENT

## SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

## CHAPTER 2254. PROFESSIONAL AND CONSULTING SERVICES

## SUBCHAPTER A. PROFESSIONAL SERVICES

Sec. 2254.001. SHORT TITLE. This subchapter may be cited as the Professional Services Procurement Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.002. DEFINITIONS. In this subchapter:

(1) "Governmental entity" means:

(A) a state agency or department;

(B) a district, authority, county, municipality, or other political subdivision of the state;

(C) a local government corporation or another entity created by or acting on behalf of a political subdivision in the planning and design of a construction project; or

(D) a publicly owned utility.

(2) "Professional services" means services:

(A) within the scope of the practice, as defined by state law, of:

(i) accounting;

(ii) architecture;

(iii) landscape architecture;

(iv) land surveying;

(v) medicine;

(vi) optometry;

(vii) professional engineering;

(viii) real estate appraising; or

(ix) professional nursing; or

(B) provided in connection with the professional employment or practice of a person who is licensed or registered as:

(i) a certified public accountant;

(ii) an architect;

(iii) a landscape architect;

(iv) a land surveyor;

(v) a physician, including a surgeon;

(vi) an optometrist;

(vii) a professional engineer;

(viii) a state certified or state licensed real estate appraiser; or

(ix) a registered nurse.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 244, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1542, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1409, Sec. 8, eff. Sept. 1, 2001.

Sec. 2254.003. SELECTION OF PROVIDER; FEES. (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

(1) on the basis of demonstrated competence and qualifications to perform the services; and

(2) for a fair and reasonable price.

(b) The professional fees under the contract may not exceed any maximum provided by law.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1213, Sec. 14, eff. September 1, 2007.

Sec. 2254.0031. INDEMNIFICATION. A state governmental entity may require a contractor selected under this subchapter to indemnify or hold harmless the state from claims and liabilities resulting from the negligent acts or omissions of the contractor or persons employed by the contractor. A state governmental entity may not require a contractor to indemnify or hold harmless the state for claims or liabilities resulting from the negligent acts or omissions of the state governmental entity or its employees.

Added by Acts 1999, 76th Leg., ch. 1499, Sec. 1.37, eff. Sept. 1, 1999.

Sec. 2254.004. CONTRACT FOR PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR SURVEYOR. (a) In procuring architectural, engineering, or land surveying services, a governmental entity shall:

(1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and

(2) then attempt to negotiate with that provider a contract at a fair and reasonable price.

(b) If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:

(1) formally end negotiations with that provider;

(2) select the next most highly qualified provider; and

(3) attempt to negotiate a contract with that provider at a fair and reasonable price.

(c) The entity shall continue the process described in Subsection (b) to select and negotiate with providers until a contract is entered into.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 119, Sec. 1, eff. Sept. 1, 1997.

**From:** Linda Fong
**To:** "Sandra Montalvo"
**Cc:** Martha L. Salazar; Raymundo Eufracio
**Subject:** RE: Hidalgo County Professional Auditing Services
**Date:** Friday, December 02, 2011 8:55:50 AM

1. The allocation of points to qualifications and cost was recommended by the County Auditor.

2. The audit plan is a component of GFOA's (Government Finance Officers Association) Model Audit RFP, which this RFP was based on. The audit plan will detail which accounting processes will be audited and what the depth and breadth of the audit will be. In addition, the audit plan will provide the estimated time frame for each of the phases of the audit. This information is necessary to determine compliance with the request for proposal requirements.

3. Purchasing can obtain this information from the previous contract.

---

**From:** Sandra Montalvo [mailto:sandra.montalvo@co.hidalgo.tx.us]
**Sent:** Thursday, December 01, 2011 1:46 PM
**To:** linda.fong@auditor.co.hidalgo.tx.us
**Subject:** RE: Hidalgo County Professional Auditing Services
**Importance:** High

Good Afternoon Linda,

The questions below are from a participating vendor. Please return by tomorrow, December 02, 2011 at 12:00 or earlier. I need to respond by December 02, 2011 before 5:00pm.

I have 3 questions:

1.Why is so much weight put on cost of the Audit Services. This could cause it to be a bid instead of a proposal.

2.Audit Plan why are you requiring an Audit Plan at this time?

3.Please provide us with a previous year Audit cost by components.

# EXHIBIT "A"

REQUEST FOR PROPOSAL AND ATTACHMENTS

COUNTY OF HIDALGO, TEXAS

HIDALGO COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

FOR

*"Professional Auditing Services"*

DECEMBER 07, 2011

ADMINISTRATION BUILDING
2802 S. BUSINESS HWY 281
EDINBURG, TEXAS 78539

COUNTY OF HIDALGO, TEXAS

REQUEST FOR PROPOSAL

**TABLE OF CONTENTS**


I. INTRODUCTION

A. General Information
B. Term of Engagement
C. Subcontracting

II. NATURE OF SERVICES REQUIRED

A. General
B. Scope of Work to be Performed
C. Auditing Standards to be Followed
D. Reports to be Issued
E. Special Considerations
F. Working Paper Retention and Access to Working Papers

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/ Organizational Chart/ Location of Offices
B. Background Information
C. Fund Structure
D. Budgetary Basis of Accounting
E. Federal and State Financial Assistance
F. Pension Plans
G. Component Units
H. Magnitude of Finance Operations
I. Computer Systems
J. Internal Audit Function
K. Availability of Prior Reports and Working Papers

IV. TIME REQUIREMENTS

A. Schedule for the 2011 Fiscal Year Audit
    1. Interim Work
    2. Detail Audit Plan and Programs
    3. Fieldwork
    4. Draft Reports
B. Entrance Conferences, Progress Reporting and Exit Conferences
C. Date Final Report is Due

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance
B. Statements and Schedules to be Prepared by the Staff of the Hidalgo County
C. Work Area, Telephone, Photocopying and FAX Machines
D. Report Preparation

VI. PROPOSAL REQUIREMENTS

A. General Requirements
   1. Submission of Notification of Interest
   2. Preproposal conference and On-site Inspections
   3. Inquiries
   4. Submission of Proposals

B. Proposal Format
   1. General Requirements
   2. Independence
   3. License to Practice in Texas
   4. Firm Qualifications and Experience
   5. Partner, Supervisory and Staff Qualifications and Experience
   6. Prior Engagements with the [COUNTY]
   7. Similar Engagements with Other Government Entities
   8. Specific Audit Approach
   9. Identification of Anticipated Potential Audit Problems
   10. Cost Proposal

VII. EVALUATION PROCEDURES

A. Audit Committee
B. Review of Proposals
C. Evaluation Criteria
   1. Mandatory Elements
   2. Technical Qualifications
   3. Price
D. Oral Presentations
E. Final Selection
F. Right to Reject Proposals

APPENDICES

A. Organizational Chart
B. List of Principal Officials
C. Format for Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price

## I. INTRODUCTION

### A. General Information

The County of Hidalgo, Texas (the County) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for fiscal years 2011 and 2012, with the option of auditing its financial statements for fiscal years 2013 and 2014. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S Government Accountability Office's (GAO) *Government Auditing Standards* (1994), the provisions of the federal Single Audit Act of 1984 (as amended in 1996), and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

There is no expressed or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Any inquiries concerning the request for proposals should be submitted in writing via facsimile to (956) 318-2629 or Email to sandra.montalvo@co.hdialgo.tx.us by no later than 5:00 pm., November 30, 2011 . on Wednesday, Responses to inquiries submitted will be provided to all proposers by Friday, December 02, 2011 by 5:00 p.m..

To be considered, one (1) original and seven (7) copies of a proposal must be received and time stamped in the Hidalgo County Purchasing Department by 9:30 a.m. on Wednesday, December 07, 2011.

All proposals must be submitted in a sealed envelope with the proposers name and address on the upper left hand corner and the proposers name, proposal number, opening date and time on the lower right hand corner clearly marked on the outside of the envelope. If an overnight delivery service is used, the above notations must be clearly marked on the outside of the delivery service envelope.

Sealed Proposals may be hand-delivered or mailed to:

| **Physical Address:** | **Mailing Address:** |
|---|---|
| Ms. Martha L. Salazar, CPPB,<br>Hidalgo County Purchasing Agent<br>2802 S. Business Hwy 281<br>Edinburg, Texas 78539 | Ms. Martha L. Salazar, CPPB,<br>Hidalgo County Purchasing Agent<br>2812 S. Business Hwy 281<br>Edinburg, Texas 78539 |

Facsimile and electronic mail transmittals will not be accepted.

Any proposal received after the submission deadline will not be opened and will be returned. The County is not responsible for lateness of mail, courier service, etc.

The County reserves the right to reject any or all proposals submitted.

Submission of a Proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

### B. Term of Engagement

A two-year contract is contemplated with the option of two (2) additional one-year renewals subject to the satisfactory negotiation of terms (including a price acceptable to both the County and the selected firm), the concurrence of the Commissioners Court, and the annual availability of an appropriation.

C. Subcontracting

Subcontracting will not be allowed without the express prior written consent of the Commissioners Court.

## II. NATURE OF SERVICES REQUIRED

### A. General

The County of Hidalgo, Texas (the County) is soliciting the services of qualified firms of certified public accountants to audit its financial statements for fiscal years 2011 and 2012, with the option to audit the County's financial statements for fiscal years 2013 and 2014. These audits are to be performed in accordance with the provisions contained in this request for PROPOSALs.

### B. Scope of Work to be Performed

The County desires the auditor to express an opinion on the fair presentation of its governmental activities, its business-type activities, its component unit, each of its major funds, and its aggregate remaining fund information in conformity with generally accepted accounting principles.

The County also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal and state awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

### C. Auditing Standards to be Followed

To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards* (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

### D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
3. A report on compliance and internal control over compliance applicable to each major federal program.
4. A report on compliance and internal control over compliance applicable to each major state program.

In the required reports on compliance and internal controls, the auditor shall communicate any significant deficiency or material weakness found during the audit. A *significant deficiency* shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected. A *material weakness* shall be defined as a significant deficiency or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected. Significant deficiencies that are also material weaknesses shall be identified as such in the report.

Control deficiencies discovered by the auditors that are neither significant deficiencies nor material weaknesses shall be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls. A *control deficiency* shall be deemed to have occurred whenever the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.

The reports on compliance and internal controls shall include <u>all</u> instances of noncompliance.

<u>Irregularities and illegal acts</u>. Auditors shall be required to make an immediate, <u>written</u> report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- Commissioners Court Executive Officer
- County Auditor

Auditors shall assure themselves that the County is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

E. Special Considerations

1. The financial statements of the Hidalgo County Drainage District No. 1 (the District) are included as a component unit of the financial statements of the County of Hidalgo, Texas. The District has retained the firm of Burton McCumber & Cortez, L.L.P. to audit its financial statements for FY 2011 and FY 2012.

2. The County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will not be required to provide special assistance to the County to meet the requirements of that program.

3. The County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

4. The County has determined that the United States Department of Health and Human Services will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

5. The Schedule of Expenditures of Federal and State Awards and related auditor's report, as well as the reports on compliance and internal controls are to be issued as part of the comprehensive annual financial report.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- County of Hidalgo, Texas
- U.S. Department of Health & Human Services
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by the County as part of an audit quality review process
- Auditors of entities of which the County is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

## III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices

The auditor's principal contact with the County will be Mr. Raymundo Eufracio, County Auditor, or a designated representative, who will coordinate the assistance to be provided by the County to the auditor.

The auditor's principal contact with the Hidalgo County Head Start Program will be Ms. Teresa Flores, Director, or a designated representative, who will coordinate the assistance to be provided by the Head Start Program to the auditor.

The auditor's principal contact with the Hidalgo County Urban County Program will be Ms. Diana Serna, Director, or a designated representative, who will coordinate the assistance to be provided by the Urban County Program to the auditor.

The auditor's principal contact with the Hidalgo County Community Service Agency will be Ms. Maribel Navarro Saenz, Director, or a designated representative, who will coordinate the assistance to be provided by the Community Service Agency to the auditor.

An organizational chart (Appendix A) and a list of principal officials (Appendix B) are attached.

B. Background Information

The County of Hidalgo, Texas serves an area of 1,570 square miles with an estimated population of 774,769 in 2010. The County's fiscal year begins on January 1 and ends on December 31.

The County provides the following services to its citizens:

- Administration of justice
- Public safety
- Health and welfare services
- Construction and maintenance of roads and other infrastructure
- Sanitation services
- Recreational and cultural activities

The County has a total payroll of $109,815,085 covering 2997 employees.

The County is organized into 70 departments and agencies. The accounting and financial reporting functions of the County are decentralized. The County's Head Start Program, Urban County Program, and Community Service Agency each maintain their own separate financial accounting systems.

More detailed information on the government and its finances can be found in the County's Comprehensive Annual Financial Report (CAFR), Single Audit, and Annual Operating Budget. These documents can be found on the County's website located at http://www.co.hidalgo.tx.us/. The County's CAFR and Single Audit may also be obtained by contacting the County Auditor's Office at 2808 S. Business Hwy 281, Edinburg, Texas 78539. The County's Annual Operating Budget may also be obtained by contacting the Department of Budget and Management at 2818 S. Business Hwy 281, Edinburg, Texas 78539.

C. Fund Structure

The County uses the following fund types and account groups in its financial reporting:

| Fund Type | Number of Individual Funds | Number With Legally Adopted Annual Budgets |
|---|---|---|
| General fund | 1 | 1 |

| | | |
|---|---|---|
| Special revenue funds | 50 | 32 |
| Debt service funds | 13 | 13 |
| Capital projects funds | 15 | 0 |
| Enterprise funds | 2 | 0 |
| Internal service funds | 2 | 0 |
| Private-purpose trust funds | 8 | 0 |
| Pension (and other employee benefits) trust funds | 1 | 0 |
| Agency funds | 12 | 0 |

D. Budgetary Basis of Budgeting

The County prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Federal and State Financial Assistance

During fiscal year 2010, the County expended $106,187,315 in federal and state awards. Please refer to the County' fiscal year 2010 Single Audit at http://www.co.hidalgo.tx.us/index.aspx?NID=448 for a complete list of all federal and state awards.

F. Pension Plans

The County participates in the following pension plans:

| **Plan** | **Type** | **Actuary** |
|---|---|---|
| Texas County and District Retirement System | Single-employer defined benefit contribution | Lewis & Ellis, Inc. |
| Hidalgo County Affiliated Departments Retirement Plan | Tax-deferred money purchase pension plan | The Pension Company Consulting Actuaries |

G. Component Units

The reporting entity is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Statement No. 14, *The Financial Reporting Entity*. Using these criteria, the management of the County identified the following component unit for inclusion in the County's financial statements:

Hidalgo County Drainage District No. 1
Fiscal Year Ending December 31

The auditors of the District are contractually obligated to provide information needed for the audit of the County.

H. Magnitude of Finance Operations

The County's finance department is headed by Mr. Raymundo Eufracio, County Auditor, and consists of 44 employees. The principal functions performed and the numbers of employees assigned to each are as follows:

| **Function** | **Number of Employees** |
|---|---|
| Accounts Payable | 14 |
| Internal Audit | 10 |
| Financial Accounting | 6 |
| Grants Accounting | 6 |

The Hidalgo County Head Start Program's finance department is headed by Ms. Teresa Flores, Director, and consists of 7 of employees.

The Hidalgo County Urban County Program's finance department is headed by Ms. Diana Serna, Director, and consists of 5 of employees.

The Hidalgo County Community Service Agency's finance department is headed by Ms. Maribel Navarro Saenz, Director, and consists of 11 of employees.

I. Computer Systems

| Primary Government | Financial Accounting System | Vendor |
|---|---|---|
| Hidalgo County | alio | Weidenhammer Systems, Corp. |
| Hidalgo County Head Start Program | MIP Fund Accounting | SAGE |
| Hidalgo County Urban County Program | FundWare | Blackbaud |
| Hidalgo County Community Service Agency | IBM AS-400 Accounting Software | Internally developed. |

J. Internal Audit Function

The County maintains an internal audit function that reports to the County Auditor and is staffed by 10 employees. All 10 members of the internal audit staff have a BBA degree and 5 members have a master's degree.

K. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact the County Auditor's Office at 2808 S. Business Hwy 281, Edinburg Texas 78539 (956) 318-2511. The County Auditor's Office will use its best efforts to make prior audit reports and management letters available to proposers to aid their response to this request for proposals.

## IV. TIME REQUIREMENTS

A. Schedule for the 2011 Fiscal Year Audit (A similar time schedule will be developed for audits of future fiscal years).

Each of the following should be completed by the auditor no later than the dates indicated.

1. Detailed Audit Plan

   The auditor shall provide the County by November 15 both a detailed audit plan and a list of all schedules to be prepared by the County.

2. Fieldwork

   The auditor shall complete all fieldwork by April 30.

3. Draft reports

   The auditor shall have drafts of the audit reports and recommendations to management available for review by the County Auditor by May 20.

B. Entrance Conferences, Progress Reporting and Exit Conferences (A similar time schedule will be developed for audits of future fiscal years).

At a minimum, the following conferences should be held:

| | |
|---|---|
| Entrance conference with County Auditor and department heads of key offices or programs | The purpose of this meeting will be to discuss prior audit problems and to establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor. |
| Progress conference(s) with County Auditor and department heads of key offices or programs | The purpose of this meeting(s) will be to discuss the status of the audit and preliminary findings related to key internal controls or other matters tested. |
| Exit conference with County Auditor and department heads of key offices or programs | The purpose of this meeting will be to summarize the results of the field work and to review significant findings |

C. Date Final Report is Due

The County Auditor's Office shall prepare draft financial statements, notes, all required supplementary schedules, and statistical data by May 31. The auditor shall provide all recommendations, revisions and suggestions for improvement to the County Auditor by June 8.

The County Auditor's Office will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed reports shall be delivered to the Commissions Court by June 26.

## V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

B. Statements and Schedules to be Prepared by the Staff of the County.

The staff of County will prepare all statements and schedules for the auditor by May 31.

C. Work Area, Telephones, Photocopying and FAX Machines

The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and FAX machines.

D. Report Preparation

Report preparation, editing and printing shall be coordinated by the County Auditor's Office. The auditor will be responsible for providing the paper stock necessary for printing 100 reports.

## VI. QUALIFICATION REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the request for PROPOSALs and the subject of the request for proposals must be made in writing to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
2802 S. Business Hwy 281
Edinburg, Texas 78539
FAX: (956) 318-2629

CONTACT WITH PERSONNEL OF THE COUNTY OTHER THAN MARTHA L. SALAZAR, HIDALGO COUNTY PURCHASING AGENT, REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Submission of proposals

The following material is required to be received by no later than 9:30 a.m., December 07, 2011 for a proposing firm to be considered:

a. An original and seven (7) copies to include the following:

i. Title Page
Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

ii. Table of Contents

iii. Transmittal Letter
A signed letter of transmittal briefly states the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 90 days.

The PROPOSAL must be signed by a person entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the County.

iv. Detailed PROPOSAL
The detailed PROPOSAL should follow the order set forth in Section VI B of this request for proposal.

v. Copy of current external quality control review.

vi. Executed copies of … (e.g., Proposer’s Affidavit, CIQ, Proposers applications, W-9 form, Debarment, etc.)

vii. Certificate(s) of Insurance (e.g., Project and Insurance Requirements Acknowledgement etc.)

b. Proposers should send the completed proposal in a sealed envelope to the following address:

Martha L. Salazar, CPPB,

Hidalgo County Purchasing Agent
2802 S. Business Hwy 281
Edinburg, Texas 78539

The sealed envelope should include on its face the following information: the RFP number, the name of the firm, and opening date.

B. Proposal Format

1. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the County of Hidalgo, Texas in conformity with the requirements of this request for proposal. As such, the substance of proposal will carry more weight than their form or manner of presentation. the proposal should demonstrate the proposal of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements.

The proposal should address all the points outlined in the request for proposal. the proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. while additional data may be presented, the following subjects, items no. 2 through 10, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards/the U.S. Government Accountability Office's *Government Auditing Standards* (1994).

The firm also should provide an affirmative statement that it is independent of the component unit of the County as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the County or any of its agencies or component unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the County written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Texas

An affirmative statement should be included that the firm and all assigned key professional staff are properly registered/licensed to practice in Texas.

4. Firm Proposal and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality

control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Proposal and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Texas. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, Proposal, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the County, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better proposal or experience.

6. Prior Engagements with the County

List separately all engagements within the last five years, ranked on the basis of total staff hours, for the County by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. Similar Engagements With Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as County's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement
b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
c. Sample size and the extent to which statistical sampling is to be used in the engagement
d. Extent of use of EDP software in the engagement
e. Type and extent of analytical procedures to be used in the engagement
f. Approach to be taken to gain and document an understanding of the County's internal control structure
g. Approach to be taken in determining laws and regulations that will be subject to audit test work
h. Approach to be taken in drawing audit samples for purposes of tests of compliance

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

10. Cost Proposal

a. Total All-Inclusive Not to exceed Price

The cost proposal should include a total all-inclusive not to exceed for the 2011 and 2012 engagements and optional 2013 and 2014 engagements. The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive not to exceed price is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

b. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

A schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix C) that supports the total all-inclusive maximum price. The cost of special services described in Section II E of this request for proposal should be disclosed as separate components of the total all-inclusive maximum price.

c. Out-of-pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging, and subsistence) will

be reimbursed at the rates used by the County for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented in the format provided in the attachment (Appendix C). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the PROPOSAL stating the firm will accept reimbursement for travel, lodging, and subsistence at the prevailing County rates for its employees.

d. Rates for Additional Professional Services

If it should become necessary for the County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between County and the firm. Any such additional work agreed to between County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the cost proposal.

e. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month. Ten percent (10%) will be withheld from each billing pending delivery of the firm's final reports.

Payment shall be made by check from the County upon satisfactory completion and acceptance of services specified in the contract and submission of invoice to the Valde Guerra, Executive Officer, Attn: Monica Badillo, 2818 S. Business Hwy 281, Edinburg, Texas 78539. All payments owed will be paid no later than thirty (30) days after the services are received or the date the invoice is received by the County Auditor's Office, whichever is later. As a minimum, invoices will include:

- Name, address, and telephone number of successful proposer
- Name and address of receiving department or official
- County purchase order number and contract number (if any)
- Identification of service as outlined in the contract
- Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Any additional payment information which may be required by the contract

## VII. EVALUATION PROCEDURES

### A. Evaluation Committee

Proposals submitted will be evaluated by an Evaluation Committee selected by the Commissioners Court.

### B. Review of Proposals

The Evaluation Committee will use a point formula during the review process to score proposals. The County reserves the right to retain all proposals submitted and uses any idea in a proposal regardless of whether that PROPOSAL is selected.

C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their Proposals evaluated and scored for both technical proposal and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

   a. The audit firm is independent and licensed to practice in Texas;
   b. The firm has no conflict of interest with regard to any other work performed by the firm for the County;
   c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal; and
   d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

2. Technical Quality: (Maximum Points - 50)

   a. Expertise and Experience (Maximum Points - 35)
      1) The firm's past experience and performance on comparable government engagements (Maximum Points - 20)
      2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation (Maximum Points - 15)
   b. Audit Approach (Maximum Points - 15)
      1) Adequacy of proposed staffing plan for various segments of the engagement (Maximum Points - 5)
      2) Adequacy of sampling techniques (Maximum Points - 5)
      3) Adequacy of analytical procedures (Maximum Points - 5)

3. Price: (Maximum Points - 50)
   The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers using the following formula:

   $$\frac{\text{Difference in Cost PROPOSAL}}{\text{Lowest Cost PROPOSAL}} = \%\ \text{Reduction from Maximum Points}$$

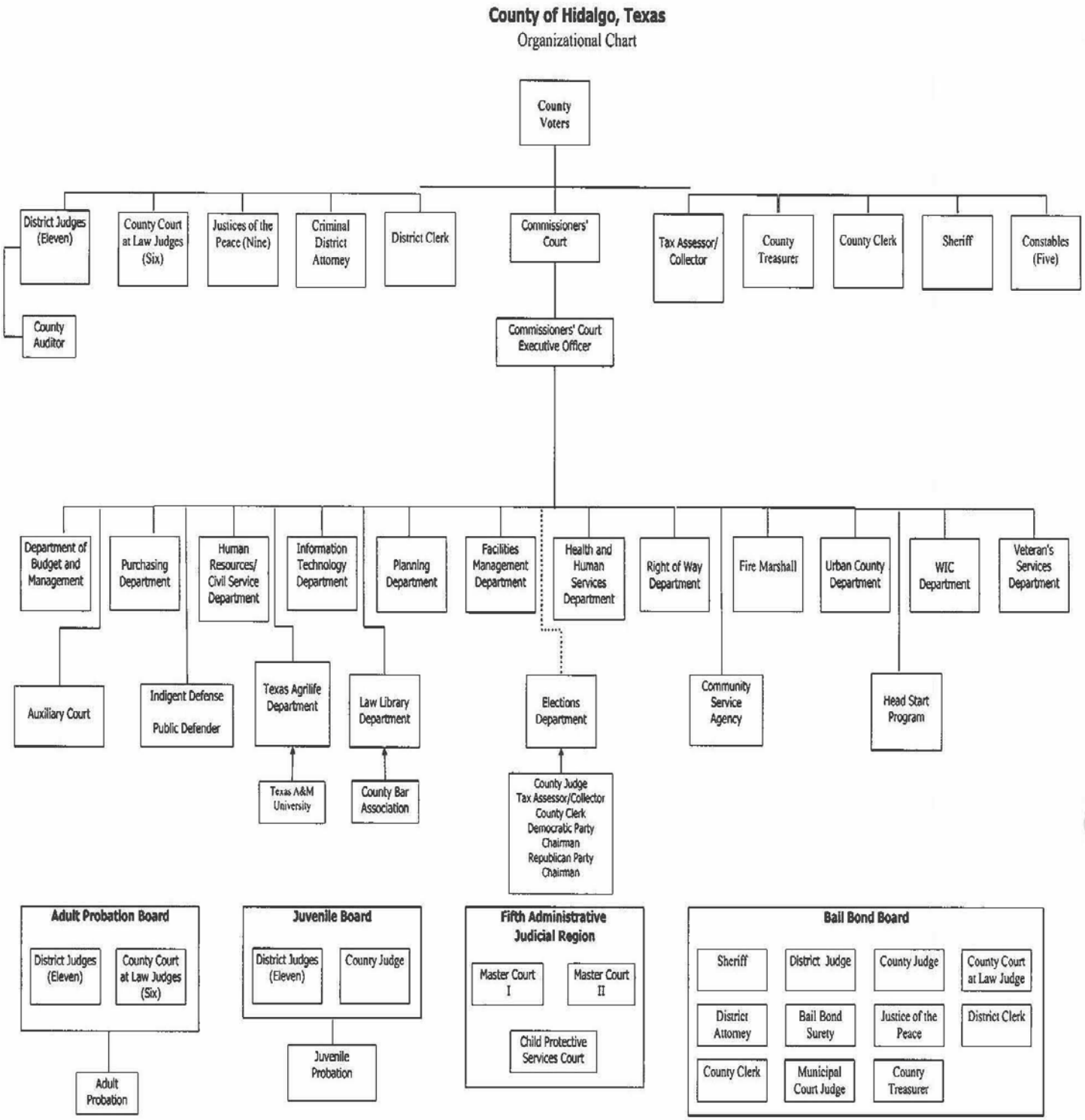
D. Oral Presentations

During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

E. Final Selection

The Commissioners Court will select a firm based upon the recommendation of the Evaluation Committee.

F. Right to Reject Proposals



APPENDIX B

**LIST OF PRINCIPAL OFFICIALS**
**As of August 31, 2011**

Commissioners Court (The Governing Body)

Ramon Garcia, County Judge
Joel Quintanilla, County Commissioner, Precinct No. 1
Hector Palacios, County Commissioner, Precinct No. 2
Jose M. Flores, County Commissioner, Precinct No. 3
Joseph Palacios, County Commissioner, Precinct No. 4

Judges

Ricardo P. Rodriguez, Jr., District Judge, 92nd Judicial District
Rodolfo Delgado, District Judge, 93rd Judicial District
J.R. "Bobby" Flores, District Judge, 139th Judicial District
Rose G. Reyna, District Judge, 206th Judicial District
Juan R. Partida, District Judge, 275th Judicial District
Mario E. Ramirez, Jr., District Judge, 332nd Judicial District
Noe Gonzalez, District Judge, 370th Judicial District
Leticia Lopez, District Judge, 389th Judicial District
Aida Salinas Flores, District Judge, 398th Judicial District
Israel Ramon, District Judge, 430th Judicial District
Jesse Contreras, District Judge, 449th Judicial District
Rodolfo Gonzalez, Judge, County Court at Law No. 1
Jaime J. Palacios, Judge, County Court at Law No. 2
Homero Garza, Judge, Probate Court
Fred S. Garza, Judge, County Court at Law No. 4
Arnoldo Cantu Jr., Judge, County Court at Law No. 5
Albert Garcia, Judge, County Court at Law No. 6

Other Principal Officials

Raymundo Eufracio, County Auditor
Arturo Guajardo, Jr., County Clerk
Guadalupe Trevino, County Sheriff
Norma G. Garcia, County Treasurer
Rene A. Guerra, District Attorney
Laura Hinojosa, District Clerk
Armando Barrera, Jr., Tax Assessor-Collector
Martha L. Salazar, County Purchasing Agent

**Phone numbers and addresses may be retrieved from the County's website located at** http://www.co.hidalgo.tx.us/

APPENDIX C

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**
**FOR THE AUDIT OF THE FISCAL YEAR 2011 FINANCIAL STATEMENTS**

| | Hours | Standard Hourly Rates | Quoted Hourly Rates | Total |
|---|---|---|---|---|
| Partners | _____ | $____ | $____ | $____ |
| Managers | _____ | _____ | _____ | _____ |
| Supervisory staff | _____ | _____ | _____ | _____ |
| Staff | _____ | _____ | _____ | _____ |
| Other (specify): | _____ | _____ | _____ | _____ |
| Subtotal | | | | $____ |
| Total for services described in Section II E of the RFP (Detail on subsequent pages) | | | | $____ |
| Out-of-pocket expenses: | | | | |
| Meals and lodging | | | | _____ |
| Transportation | | | | _____ |
| Other (specify):_____ | | | | _____ |
| Total all-inclusive maximum price for Fiscal Year 2011 audit | | | | $_____ |

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

**AI-29940** **19. A. 5.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;
b. Requesting approval of agreement(s) if applicable for-On-line Research Services with Lexis Nexis including, but not limited to, the following Hidalgo County department(s):
1. District Attorney
2. District Judges

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-412-00-080-002-0-342

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available through Requisition#202928 in the amount of $1,680.00 as of 12/2/11 for LexisNexis Matthew Bender.

**FISCAL YEAR:** 2011 **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

District Judges-
1-1100-412-00-004-001-0-342 Available as of 12/2/11 $278.00
1-1100-412-00-001-001-0-342 Available as of 12/2/11 $378.00.
1-1100-412-00-009-001-0-342 Available as of 12/2/11 $278.00

## Attachments

Legal Response
DA'S agreement
district judges agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 10:40 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 10:47 AM |
| Erika Zamora | Erika Zamora | 12/02/2011 02:28 PM |
| Auditor's Office | Angela Garcia | 12/02/2011 04:15 PM |
| Form Started By: Rocio Villarreal | | Started On: 11/30/2011 04:11 PM |

Final Approval Date: 12/02/2011

**From:** Josephine L. Ramirez
**To:** roxana.segovia@da.co.hidalgo.tx.us
**Cc:** martha.salazar@co.hidalgo.tx.us; "Rocio Villarreal"; "Darlene Betancourt"
**Subject:** RE: Lexis nexis signature
**Date:** Monday, November 28, 2011 10:38:34 AM
**Attachments:** image001.png

---

What I meant was, we can't backdate a signature on an agreement. If you see the notes below. There is a reference to a non-dated signature not being accepted. It can be dated when signed.


Josephine Ramirez Solis
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us


Rated by Super Lawyers


**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********


---

**From:** Roxana Segovia [mailto:roxana.segovia@da.co.hidalgo.tx.us]
**Sent:** Monday, November 28, 2011 10:35 AM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Cc:** martha.salazar@co.hidalgo.tx.us; 'Rocio Villarreal'; 'Darlene Betancourt'
**Subject:** RE: Lexis nexis signature

Josie,

How would we handle our current outstanding invoices for September, October, and now November when you're not recommending backdating?


*Roxana Segovia*
*Administrative Assistant*
Administration Section
**Office of Criminal District Attorney**
Hidalgo County, Texas

100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2300 ext. 720
(956) 318-2078 FAX
roxana.segovia@da.co.hidalgo.tx.us

---

**From:** Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
**Sent:** Monday, November 28, 2011 10:24 AM
**To:** 'Martha Salazar'
**Cc:** 'Rocio Villarreal'; 'Darlene Betancourt'; roxana.segovia@da.co.hidalgo.tx.us
**Subject:** RE: Lexis nexis signature

The agreements themselves are ok, but I don't recommend backdating any agreements.

Josephine Ramirez Solis
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********
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**********

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Monday, November 28, 2011 10:09 AM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Cc:** 'Rocio Villarreal'; 'Darlene Betancourt'
**Subject:** FW: Lexis nexis signature
**Importance:** High

Mrs. Solis:
Could you please review the e-mail below and the supporting documentation and give us a response.
Thanks and Have a Happy Thanksgiving,
Marty

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]

**Sent:** Wednesday, November 23, 2011 4:51 PM
**To:** 'Martha Salazar'
**Cc:** 'Darlene Betancourt'; 'Matilde Faz'; roxana.segovia@da.co.hidalgo.tx.us; 'Edna Kirby'
**Subject:** FW: Lexis nexis signature

Ms. Marty,

Can you please forward to Ms. Josephine Ramirez for legal review, as advised. I have attached the Texas Master Agreement between state of Texas Judiciary and Lexis Nexis.

Lexis Nexis has advised me that two of the County accounts (DA and the District Judges Acct) are receiving rates under this state agreement. I have been provided a copy of the unexecuted Texas Master Agreements. When requested a copy of the executed document they then proceeded to provide us an agreement for each account with starting dates September 1, 2011 (date of renewal of the Texas master Agreement) between Hidalgo County and Lexis Nexis and providing us with Texas Master Agreement rates.

My question is can we request Commissioners' Court approval with an agreement dating September 1, 2011?

**ROCIO VILLARREAL**
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

---

**From:** Holden, Todd (LNG-DAY) [mailto:todd.holden@lexisnexis.com]
**Sent:** Tuesday, November 22, 2011 1:54 PM
**To:** Rocio Villarreal
**Cc:** 'Matilde Faz'; roxana.segovia@da.co.hidalgo.tx.us; 'Edna Kirby'; 'Darlene Betancourt'
**Subject:** RE: Lexis nexis signature

Rocio,

Here are the 2 agreements we discussed yesterday…

If you have any questions, please let me know.

Thanks,

**Todd Holden**
Account Manager - Government Solutions

Office - 800.227.9597 x54074
Fax - 866-960-4350

Lexis Customer Support - 800.543.6862
Accurint Customer Support - 866.277.8407
todd.holden@lexisnexis.com

LexisNexis®

ADVANCED GOVERNMENT SOLUTIONS

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Monday, November 21, 2011 4:33 PM
**To:** Holden, Todd (LNG-DAY)
**Cc:** 'Matilde Faz'; roxana.segovia@da.co.hidalgo.tx.us; 'Edna Kirby'; 'Darlene Betancourt'
**Subject:** RE: Lexis nexis signature

Todd:

Attach is the agreement needing approval signature from Lexis Nexis. Can you please advise if this agreement can be expedite for signature? Hidalgo County will proceed to issue payments once the agreement is sent back with all signatures.

Also on the agreement under the Texas Master Agreement (1188FO & 109ZN6), can you please forward the forms as discuss by the telephone conversation today. I will then forward to our Auditor's Office to see if its sufficient for them so they can proceed issuing payments.

If you need additional information please contact me at (956) 292-7000 ext. 4868. Thank you.

**ROCIO VILLARREAL**
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

---

**From:** Holden, Todd (LNG-DAY) [mailto:todd.holden@lexisnexis.com]
**Sent:** Thursday, November 03, 2011 1:40 PM
**To:** Rocio Villarreal
**Subject:** Lexis nexis signature

Hi Rocio,

I sent the request to have the attached agreement signed internally, but it was rejected because the agreement was not dated. Can you please date the agreement and send back to me?

There was also a request to get a copy of the agreement for the District Judges account (109ZN6).

Since this is part of the Texas Master Agreement, we don't require regular agreements. Would it suffice to send you a copy of a PO Request form for that account?

Thanks,

**Todd Holden**
Account Manager - Government Solutions

Office - 800.227.9597 x54074
Fax - 866-960-4350
Lexis Customer Support - 800.543.6862
Accurint Customer Support - 866.277.8407
todd.holden@lexisnexis.com

SLG

# SUBSCRIPTION PLAN AMENDMENT
## FOR STATE/LOCAL GOVERNMENT

| "**Subscriber**": HIDALGO COUNTY DA'S OFFICE | "**LN**": LexisNexis, a division of Reed Elsevier Inc. |
|---|---|

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

### 1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

### 2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

| PARTICIPATING BILLGROUP # | LOCATION (CITY AND STATE) |
|---|---|
| 1188F0 | EDINBURG, TX |
| | |

### 3. CERTIFICATION

Subscriber certifies, by completing *all* highlighted areas, that on the date this Amendment is signed by Subscriber there are 6 judges and attorneys, and 0 government professionals for a total of 6 users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

### 4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

### 5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*[SM] service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.


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| | PREFERRED PRICING MATERIALS | SOURCE/MENU NUMBER | SHEPARDS |
|---|---|---|---|
| (a) | Pure Lexis | SBTNL0 | Full |
| (b) | NEWS -- LG Group | SUB625 | |
| (c) | | | |
| (d) | | | |
| (e) | | | |
| (f) | | | |
| (g) | | | |
| (h) | | | |
| (i) | | | |
| (j) | | | |
| (k) | | | |
| (l) | | | |
| (m) | | | |
| (n) | | | |
| (o) | | | |

☐ See attached Rider No. 1 for additional Preferred Pricing Materials

| COMMITMENT PERIOD(S) | | | | MONTHLY COMMITMENT |
|---|---|---|---|---|
| Beginning | 9/1/2011 | to | 8/31/2013 | $ 420.00 |
| Beginning | | to | | $ |
| Beginning | | to | | $ |
| Beginning | | to | | $ |
| Beginning | | to | | $ |
| Beginning | | to | | $ |
| Beginning | | to | | $ |

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

5.4 Included in Subscriber's *lexis.com*® subscription, Subscriber will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Subscriber's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Subscriber's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Subscriber will have access to the same content in Lexis Advance as it currently has access to under this Amendment, including Subscriber's access to materials outside its subscription (e.g., if Subscriber currently has access to out-of-plan usage, Subscriber will have access to content on a transactional basis in Lexis Advance). If Subscriber has access to out-of-plan content in Lexis Advance, Subscriber agrees to pay the then-current transactional charges for such content as such charges are available to Subscriber in the Lexis Advance user interface at the time the document is accessed. Although Subscriber will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Subscriber will be given the option to purchase these upgrades at its discretion.

## 6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

_____ **Subscriber elects access to the Alternate Pricing Materials**
**(Initial)**

## 7. CLOSED OFFER

The offer of LN contained herein is valid until _____. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

## 8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable


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precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

**9. SUPPORT AND TRAINING**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

(a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;

(b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

**10. MISCELLANEOUS**

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the first Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

10.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

10.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

**AGREED TO AND ACCEPTED BY:**

| HIDALGO COUNTY DA'S OFFICE<br>SUBSCRIBER | **LexisNexis, a division of Reed Elsevier Inc.** |
|---|---|
| **BY:** _____ | **BY:** _____ |
| **NAME:** _____ | **NAME:** _____ |
| **TITLE:** _____ | **TITLE:** _____ |
| **DATE:** _____ | **DATE:** _____ |

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.


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SLG

# SUBSCRIPTION PLAN AMENDMENT
## FOR STATE/LOCAL GOVERNMENT

| "**Subscriber**": HIDALGO COUNTY -DISTRICT JUDGES | "**LN**": LexisNexis, a division of Reed Elsevier Inc. |
|---|---|

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

### 1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

### 2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

| PARTICIPATING BILLGROUP # | LOCATION (CITY AND STATE) |
|---|---|
| 109ZN6 | EDINBURG, TX |
| | |

### 3. CERTIFICATION

Subscriber certifies, by completing *all* highlighted areas, that on the date this Amendment is signed by Subscriber there are 3 judges and attorneys, and 0 government professionals for a total of 3 users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

### 4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

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| | PREFERRED PRICING MATERIALS | SOURCE/MENU NUMBER | SHEPARDS |
|---|---|---|---|
| (a) | Pure Lexis | SBTNL0 | Full |
| (b) | NEWS -- LG Group | SUB625 | |
| (c) | Court Filings | BRIEFS | |
| (d) | Tax Analyst: Current Awareness | TAXA01 | |
| (e) | TEX Matthew Bender - Flat Rate | MBTX00 | |
| (f) | TEXAS Public Records | SP00TX | |
| (g) | TEXAS Docket | SPRDTX | |
| (h) | TEXAS Verdict | SPRVTX | |
| (i) | TX Public Records Statewide | RKTXSW | |
| (j) | TXANGR Shadow | ZZYWLU | |
| (k) | FARES | FARES | |
| (l) | | | |
| (m) | | | |
| (n) | | | |
| (o) | | | |

☐ See attached Rider No. 1 for additional Preferred Pricing Materials

| COMMITMENT PERIOD(S) | | | | MONTHLY COMMITMENT |
|---|---|---|---|---|
| Beginning | 9/1/2011 | to | 8/31/2013 | $ 193.00 |
| Beginning | | to | | $ |
| Beginning | | to | | $ |
| Beginning | | to | | $ |
| Beginning | | to | | $ |
| Beginning | | to | | $ |
| Beginning | | to | | $ |

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_____ **Subscriber elects access to the Alternate Pricing Materials**
**(Initial)**

## 7. CLOSED OFFER

The offer of LN contained herein is valid until December 31, 2011. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

## 8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable


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precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

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10.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

**AGREED TO AND ACCEPTED BY:**

| HIDALGO COUNTY - DISTRICT JUDGES<br>SUBSCRIBER | **LexisNexis, a division of Reed Elsevier Inc.** |
|---|---|
| **BY:** _____ | **BY:** _____ |
| **NAME:** _____ | **NAME:** _____ |
| **TITLE:** _____ | **TITLE:** _____ |
| **DATE:** _____ | **DATE:** _____ |

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.


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**AI-29880** **19. A. 6.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Marty Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Recommending award of bid and approval of contract document to sole bidder (BIO-OPS, LLC) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Bio-Hazardous Waste Disposal Services" RFB No. 2011-233-09-28-SMA.

**BACKGROUND**

BACKGROUND
1. New Contract will commence on December 14, 2011
2. Contract document was reviewed and approved as to form by legal counsel
3. Such services are on "as needed basis"

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-4XX-XX-XXX-00X-0-421

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

This is a countywide contract on an "as needed" basis. This contract is mainly used by the Jail, Health Dept, and WIC

Possible funding source is obj. 421 "Disposal". Please refer to attached expense report for funds availability as of 12-1-11.

## Attachments

backup to award

Obj. 421 Exp. Report as of 12-1-11

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 09:17 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 09:51 AM |
| Rosalinda Cantu | Merlen P. Munoz | 12/01/2011 10:09 AM |
| Ivan Cantu | Ivan Cantu | 12/01/2011 04:35 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 05:11 PM |

Form Started By: Sandra Montalvo Started On: 11/29/2011 03:32 PM

Final Approval Date: 12/01/2011

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

RECEIVED
SEP 29 2011
By C.G.Gon

# MEMORANDUM

**(Department's Recommendation)**

**TO:** Norma Longoria, WIC Program — via emailed: Mague.gonzalez@wic.co.hidalgo.tx.us
Israel "Buddy" Silva,, Juvenile Probation — via email: Elena.gaitan@jpd.co.hidalgo.tx.us
Eddie Olivarez, Health & Human Services — via email: josie.escalante@hchd.org
Anacleto "Sonny" Martinez, Sheriff's Office — via email: juan.tapia@hidalgoso.org.

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** September 28, 2011

**RE:** **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2011-233-09-28-SMA- **Hidalgo County-BIO HAZARDOUS WASTE DISPOSAL SERVICES"**

We have received a sole response to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation to Commissioner's Court Meeting for October 25, 2011, therefore, we need your response **OCTOBER 14, 2011 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1-1100-423-32-330-001-0-421

Recommendations/Concerns: _____

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Raul B. Diaz Silva | J.P.D | 9/29/11 |

Enclosures

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

OCT 04 2011
2:32pm

# MEMORANDUM

**(Department's Recommendation)**

**TO:**
Norma Longoria, WIC Program — via emailed: Mague.gonzalez@wic.co.hidalgo.tx.us
Israel "Buddy" Silva,, Juvenile Probation — via email: Elena.gaitan@jpd.co.hidalgo.tx.us
Eddie Olivarez, Health & Human Services — via email: josie.escalante@hchd.org
Anacleto "Sonny" Martinez, Sheriff's Office — via email: juan.tapia@hidalgoso.org.

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** September 28, 2011

**RE:** **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2011-233-09-28-SMA- **Hidalgo County-BIO HAZARDOUS WASTE DISPOSAL SERVICES"**

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1-1100-423-21-280-002-0-421

Recommendations/Concerns: _____

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | R. Martinez | | 10/4/11 |

Enclosures

9-29-11

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**(Department's Recommendation)**

**TO:** Norma Longoria, WIC Program — via emailed: Mague.gonzalez@wic.co.hidalgo.tx.us
Israel "Buddy" Silva,, Juvenile Probation — via email: Elena.gaitan@jpd.co.hidalgo.tx.us
Eddie Olivarez, Health & Human Services — via email: josie.escalante@hchd.org
Anacleto "Sonny" Martinez, Sheriff's Office — via email: juan.tapia@hidalgoso.org.

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** September 28, 2011

**RE:** **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2011-233-09-28-SMA- **Hidalgo County-BIO HAZARDOUS WASTE DISPOSAL SERVICES"**

We have received a **sole response** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation to Commissioner's Court Meeting for October 25, 2011, therefore, we need your response **OCTOBER 14, 2011 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

☑ **APPROVE** ε corrections to clinic locations #20 ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1.1292. 441. 00. 350. 001. 2, 421

Recommendations/Concerns: _____

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| N Longoria | Norma Longoria | WIC | 10/5/11 |

Enclosures

| | | | |
|---|---|---|---|
| | Edinburg, Tx | | |
| **15)** | Edinburg WIC II<br>113 Dawson<br>Edinburg, Tx | once a month | 3 boxes |
| **16)** | Mission WIC II<br>722 N. Breyfogle<br>Mission, Tx | Every 2 weeks | 3 boxes |
| **17)** | Mercedes WIC<br>504 S. Texas<br>Mercedes, Tx | once a month | 3 boxes |
| **18)** | McAllen WIC II<br>220 S. Bicentennial<br>McAllen, Tx | once a month | 3 boxes |
| **19)** | McAllen WIC III<br>3001 S. 23rd<br>McAllen, Tx | once a month | 3 boxes |
| **20)** | Pharr WIC II<br>~~1903 N. Flr~~ 300 W. Hall Acres ~~Sk~~A<br>Pharr (~~Temp. Address~~) Tx. | Every 3 mo | 3 boxes |
| **21)** | San Juan WIC<br>509 Earling Rd.<br>San Juan, Tx | twice a month | 3 boxes |
| **22)** | San Carlos WIC(San Carlos Comm. Center)<br>230 N. 86th St- East Hwy 107<br>San Carlos, Tx | once a month | 3 boxes |
| **23)** | Alton WIC II<br>3519 S. Main Suite B<br>Mission, Tx | once a month | 3 boxes |
| **24)** | Alamo WIC<br>3131 E. Bus 83 Suite 113<br>Alamo, Tx | twice a month | 3 boxes |
| **25)** | Weslaco WIC II<br>417 S. Oregon<br>Weslaco, TX | once a month | 3 boxes |
| **26)** | Elsa WIC<br>708 E. Edinburg<br>Elsa, Tx | once a month | 3 boxes |
| **27)** | Rio Grande City WIC (Temporary)<br>604 N. Garza<br>Rio Grande City, Tx | once a month | 3 boxes |
| **28)** | Roma WIC<br>1505 N. Grant<br>Roma, Tx | once a month | 3 boxes |
| **29)** | Alamo WIC Clinic<br>1429 S. Tower Road<br>Alamo, Tx | once a month | 3 boxes |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING BIDDER'S LOG

**BID OPENING DATE: SEPTEMBER 28, 2011** | **BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION:HIDALGO COUNTY-"Bio-Hazardous Waste Disposal Services"**

**BID NO.: 2011-233-09-88-SMA** | **Buyer: Sandra Montalvo**

| | NAME OF VENDOR COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF | DATE | MAILING ADDRESS, PHONE No & E-MAIL ADDRESS |
|---|---|---|---|---|---|
| 1) | **ENSERV**<br>**Attn:** John Maldonado | EMAIL | Sandra Montalvo | 09/12/11 | 5710 E. Grimes Road<br>Harlingen, Texas 78550<br>Ph- 956-239-2373<br>Jmaldonado@edserve.om |
| 2) | **STERICYCLE, INC.**<br>**Attn:** Kerry Ritchie | EMAIL | Sandra Montalvo | 09/12/11 | 6105 Hwy. 87 East<br>San Antonio, Texas 78222<br>PH-210-648-9585<br>FAX-210-648-9610<br>kritchie@stericycle.com |
| 3) | **ABC WASTE COLLECTION**<br>**Attn:** Idalia Torrez | EMAIL | Sandra Montalvo | 09/12/11 | 1222 N. Closner<br>Edinburg, Texas 78539<br>Ph-956-581-6226<br>Fax-956-316-0113<br>idaliat@wasteconnections.com |
| 4) | **EAGLE CONSTRUCTION & ENVIRONMENTAL SERVICES, LLC**<br>**Attn: Brenda Miller** | EMAIL | Sandra Montalvo | 09/12/11 | P.O. Box 872<br>Eastland, TX 76448<br>254.629.1718 x 218 office<br>254.629.8625 fax<br>brendam@ecesi.com email<br>800.336.0909 24 hr emergency services |
| 5) | **USA DECON, KP** Management LLC<br>Attn: Robert | EMAIL | Sandra Montalvo | 09/12/11 | 3625 Wow Road<br>Corpus Christi, Tx 78413-1920<br>361-850-8100 office<br>usadecon@aol.com |
| 6) | **BIO-OPS MEDICAL WASTE SERVICES**<br>Attn: A.J. Ramirez | EMAIL | Sandra Montalvo | 09/12/11 | P.O. BOX 1985<br>Edinburg, Tx 78540<br>956-778-4412 (office)<br>956-287-4907 (fax)<br>medwaste@bio-ops.net |
| 7) | | | | | |
| 8) | | | | | |
| 9) | | | | | |
| 10) | | | | | |
| 11) | | | | | |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# TABULATION SHEET

| | |
|---|---|
| **BID OPENING DATE: September 28, 2011** | **BID OPENING TIME: 9:30 A.M.** |
| **DESCRIPTION OF BID: BIO-HAZARDOUS WASTE DISPOSAL SERVICES** | |
| **BID NO: 2011-233-09-28-SMA** | **BUYER: SANDRA MONTALVO** |

| | NAME OF COMPANY | SIZE OF BOXES & LINERS | FLAT RATE PRICE |
|---|---|---|---|
| 1) | BIO-OPS, LLC | 16 ⅝ x 13 ⅝ x 20 | $20.00/box |
| 2) | | | |
| 3) | | | |
| 4) | | | |
| 5) | | | |
| 6) | | | |
| 7) | | | |

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**BIOHAZARDOUS WASTE DISPOSAL SERVICES**
**C-11-233-12-06**

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is made and entered into as of **the 6th day of December, 2011** between the County of Hidalgo, Texas ("County") and **Bio-Ops, LLC** a Texas Limited Liability Company ("Contractor").

W I T N E S E T H:

**Whereas,** County has requested that prospective bidders submit request for bids for the collection and disposal of waste materials generated by Hidalgo County Health and Humans Services, the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Bids Procurement Packet for Bio-hazardous Medical Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB"); and

**Whereas,** Contractor has submitted a request for bids to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Bid Page"); and

**Whereas,** County has determined that Contractor's Request for Bids constitutes the lowest and best bid for such services pursuant to the RFB; and

**Whereas,** the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Contractor will provide collection services for all by Hidalgo County Health and Humans Services, the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics on an "on call" for a term of one (1) year from beginning December 14, 2011 and ending December 13, 2012, with the option to extend for two (2) one (1) year periodds at the same rates, terms, and conditions. County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. Each County department or program covered hereby will assemble its medical waste (as defined in 30 TAC '330.2) in the dedicated medical waste containers/boxes provided by Contractor at no additional cost to the County prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers/boxes and contents shall be Twenty 00/100ths Dollars ($20.00) per container/box. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.

3. Contractor will be responsible for all tracking and manifest documentation procedures for the medical waste, which Contractor represents and warrants are in compliance with its permits and all applicable laws and regulations. Upon acceptance of the waste by Contractor and execution of a manifest by County's authorized representative, Contractor is granted all right, title and interest to the waste. Procedures subsequent to Contractor's acceptance of the containers and waste will comply with applicable permits and local, state and federal regulations regarding the handling and disposition of medical waste materials.

4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:

   A. A $500,000 general liability policy with limits of at least $100,000/$300,000 in accordance with the Texas Tort Claims Act;
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and laws, regulations or ordinances. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and transport operations or the disposal of medical waste. In addition, Contractor will notify

County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility.

6. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Contractor=s or that of any person providing services hereunder by or through Contractor. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

7. **Miscellaneous Provisions**

7.01 **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.02 **No Waiver**. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.03 **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

7.04 **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (I) personally delivered against a written receipt, or

(ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

| | |
|---|---|
| If to County: | Hidalgo County<br>Attn: County Judge<br>1615 S. Closner, Suite J<br>Edinburg, Texas 78539 |
| If to Contractor: | Bio-Ops, LLC<br>Attn: Armando W. Ramirez, Jr.<br>PO Box 1985<br>Edinburg, Texas 78540 |

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

7.06 **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7.07 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

7.08 **Assignment.** This Agreement shall not be assignable.

7.09 **Headings**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

7.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

7.11 **Authority to Execute**. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

7.12 **Termination.** This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

7.13 **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

Company: Bio-Ops, LLC

By: _____

Printed Name: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____

# EXHIBIT "A"

# REQUEST FOR BIDS (RFB)
# PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

September 12, 2011

Bidder's name

Address

City

State, Zip Code

**Re: HIDALGO COUNTY**
REQUEST FOR BID: *"Bio-Hazardous Waste Disposal Services"*
**Bid No.:** 2011-233-09-28-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BIDS (RFB) CHECKLIST**
**HIDALGO COUNTY**
*"BIO-HAZARDOUS WASTE DISPOSAL SERVICES"*
BID NO.: 2011-233-09-28-SMA

1. **Request for Bid Letter, consist of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of __8__ pages.**
3. **Exhibit "A"- Specifications/Requirements, consisting of__7__ pages.**
4. **Exhibit "B"-Bid Page, consisting of __2__pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D"-Conflict of Interest, consist of __1__ page.**
7. **Bidders Application and Tax Form W-9, consisting of __6__ pages.**
8. **Certification Regarding Debarment consists of __1__page.**
9. **Draft Services Contract, consisting __5__ pages.**

**The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith in. Should you find that any of the items are not attached in its entirety please contact Sandra Montalvo @ Hidalgo County Purchasing Department by calling (956) 318-2626 or e-mail sandra.montalvo@co.hidalgo.tx.us to advise of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.**

**Thank you.**

Martha L Salazar

**Martha L. Salazar, CPPB**
**Purchasing Agent**

**September 12, 2011**
**Date**

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# LEGAL NOTICE

**REQUEST FOR BIDS**

Hidalgo County

*"Bio-Hazardous Waste Disposal Services"*

BID NO: 2011-233-09-28-SMA

| Bid No: 2011-233-09-28-SMA | Buyer: Sandra Montalvo | Tel. No: (956) 318-2626 Ext. 4865 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

## "Bio-Hazardous Waste Disposal Services"

## OPENING DATE:

## September 28, 2011 @ 9:30a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for ***"Hidalgo County-Bio-Hazardous Waste Disposal Services"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. All sealed bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB NO. 2011-233-09-28-SMA- *Hidalgo County-Bio-Hazardous Waste Disposal Services"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. Wednesday, September 28, 2011.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.**

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. **For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.**

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

**9.** Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

**10.** County reserves the right to accept or reject any or all bids.

**11.** Costs are to be net F.O.B., County Prepaid.

**12.** County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**13.** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**14.** Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

**15.** **DELIVERY INSTRUCTIONS:** (if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

**16.** **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number and Contract No. (if any)
  - d) Notation- ***Hidalgo County-Bio-Hazardous Waste Disposal Service"*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539

(956) 318-2511

17. **SCHEDULE OF EVENTS**

| | |
|---|---|
| **Bid Opening 9:30 P.M.** | **September 28, 2011** |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

18. BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (if applicable for public works projects):

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY**
**"BIO-HAZARDOUS WASTE DISPOSAL SERVICES"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

## SPECIFICATIONS/REQUIREMENTS

**REQUEST FOR BIDS**

Hidalgo County

*"Bio-Hazardous Waste Disposal Services"*

BID NO: 2011-233-09-28-SMA

# EXHIBIT "A"
# SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
*"Bio-Hazardous Waste Disposal Services"*
RFB NO. 2011-233-09-28-SMA

## PROJECT OVERVIEW:

Hidalgo County is soliciting bids for the Pickup and Disposal of *"Bio-Hazardous Waste Disposal Services for Hidalgo County Departments"* on an as needed basis but not limited to the following:

## SPECIFICATIONS/REQUIREMENTS, TERMS & CONDITIONS:

1) Vendor must be registered with the Texas Commission of Environmental Quality (TCEQ) as a transporter of untreated medical waste an insured to handle, transport, treat, and dispose of all applicable biohazard medical waste products

2) Vendor shall have a minimum of three (3) years of experience in the frilled of Medical Waste Removal and Disposal Services. The company should be actively engaged in the service of pick-up and disposal of contaminated infectious, regulated bio-hazardous and /or medical waste

3) Vendor must identify the landfill site to which waste materials are to be delivered. In the event vendor is not the owner or operator of the landfill site, vendor must provide Hidalgo County with copies of documents authorizing vendor to dispose of bio-hazardous medical waste materials in such landfill.

4) Vendor must provide a copy of the current permit of the landfill site issued by the **Texas Commission on Environmental Quality** evidencing authorization for the disposal of bio-hazardous medical waste products. In addition, vendor should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a bio-hazardous medical waste collection and disposal business.

5) All medical waste must be transported and disposed in conjunction with current and existing EPA, OSHA, JCAH, DOT Federal and State of Texas, Texas Commission of Environmental Quality, Local and Federal Regulation's and Requirements.

6) Vendor shall conduct all pick-ups during normal business hours of 8:00a.m.-5:00p.m. CST, Monday-Friday, excluding County Holidays. Vendor(s) will make arrangements with the requesting department before scheduling and/or non-scheduling service to insure county personal will be available to sign the required manifest documents.

7) Vendor will be required to collect all medical waste disposal materials generated by the Hidalgo County Adult Detention Facility, Juvenile Probation Department, Health Department, WIC Program and all mobile clinics.

8) Vendor must provide the following:

   a) Number of CARDBOARD and liners including size and description to be provided by vendor at ***no additional charge.***

9) All charges-labor, personnel, service, supervision, administration, reporting, documentation, manifest, cardboard boxes, labels, material, supplies, insurance, licenses permits, equipment, vehicles, pick-up, disposal, transportation shipping, handling fuel surcharges, and all other costs associated with this contract must be included in the flat rates. Delivery and Services will be F.O.B.; Hidalgo County as indicated on each designated purchase order

10) The term of the contract will be for a one (1) year with the county's option to extend an additional two (2) one (1) year at the same rates, terms and conditions **and** may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process..

11) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by

either party with a thirty (30) days written notice prior to any cancellation.

12) Hidalgo County reserves the right to award the bid to MULTIPLE vendors if the County determines it is in its best interest to do so.

13) Hidalgo County reserves the right to award to a primary and secondary vendor.

14) Quantities indicated in bid are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

15) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantageous to the County.

16) Vendor must submit a complete **manifest and tracking** documentation generated by treatment facility, and that the procedures certify that the manifest is in compliance with state and federal regulations to bio-hazardous medical waste disposal.

17) Awarded vendor(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C"- for limits).

18) The successful vendor will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

19) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

20) After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, county shall charge the successful bidder the difference for any additional cost of such item.

## MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

## ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes ) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, **September 21, 2011 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, September 23, 2011 by 5:00 p.m.**

# ATTACHMENT "A"

HIDALGO CO UNTY

*"Bio-Hazardous Waste Disposal Services"*

RFB NO. 2011-233-09-28-SMA

## Waste Pick-up Schedule:

Vendor(s) shall coordinate the medical waste pick-up with each individual department unless a pre-determined schedule has been determined by user department. Note All pick-ups schedule are subjected to change by Hidalgo County. Below is tentative schedule subject to change by Hidalgo County.

| HIDALGO COUNTY WIC PROGRAM<br>Contact Person: Margarita Gonzalez-956-318-4646 | | | |
|---|---|---|---|
| | LOCATIONS/CLINICS | Scheduled Service (Weekly, bi-weekly, monthly etc.) | Estimated Qty. of boxes & liners per location |
| 1) | Edinburg WIC Clinic<br>3105 E. Schunior<br>Edinburg, Texas | WEEKLY | 3 boxes |
| 2) | La Joya WIC Clinic<br>204 W. 2nd<br>La Joya, Tx | Every 2 months | 3 boxes |
| 3) | Mission WIC Clinic<br>211 S. Schuback<br>Mission, Tx | twice a month | 3 boxes |
| 4) | Las Milpas WIC Clinic<br>7013 S. Cage<br>Pharr, Tx | once a month | 3 boxes |
| 5) | McAllen WIC Clinic<br>300 E. Hackberry<br>McAllen, Tx | once a month | 3 boxes |
| 6) | Progreso WIC Clinic<br>5 Mile S. Bus 83 FM 1015<br>Progreso, Tx | Every 2 months | 3 boxes |
| 7) | Pharr WIC Clinic<br>1903 W. Fir<br>Pharr, Tx | Bi weekly | 3 boxes |
| 8) | Hidalgo WIC Clinic<br>702 Tejano Street<br>Hidalgo, Tx | once a month | 3 boxes |
| 9) | Alton WIC Clinic<br>3509 E. Main.<br>Alton, Tx | once a month | 3 boxes |
| 10) | Donna WIC Clinic<br>301 S. 8th<br>Donna, Tx | once a month | 3 boxes |
| 11) | Sullivan WIC<br>W. Hwy 83<br>Sullivan, Tx | once a month | 3 boxes |
| 12) | Weslaco WIC I<br>1901 N. Bridge<br>Weslaco, TX | once a month | 3 boxes |
| 13) | Rio Grande WIC<br>604 N. Garza Street<br>Rio Grande City, Tx | once a month | 3 boxes |
| 14) | Edinburg WIC Mobile<br>3105 W. University | once a month | 3 boxes |

| | | | |
|---|---|---|---|
| | Edinburg, Tx | | |
| 15) | Edinburg WIC II<br>113 Dawson<br>Edinburg, Tx | once a month | 3 boxes |
| 16) | Mission WIC II<br>722 N. Breyfogle<br>Mission, Tx | Every 2 weeks | 3 boxes |
| 17) | Mercedes WIC<br>504 S. Texas<br>Mercedes, Tx | once a month | 3 boxes |
| 18) | McAllen WIC II<br>220 S. Bicentennial<br>McAllen, Tx | once a month | 3 boxes |
| 19) | McAllen WIC III<br>3001 S. 23rd<br>McAllen, Tx | once a month | 3 boxes |
| 20) | Pharr WIC II<br>1903 N. Fir<br>Pharr (Temp. Address) | Every 3 mo | 3 boxes |
| 21) | San Juan WIC<br>509 Earling Rd.<br>San Juan, Tx | twice a month | 3 boxes |
| 22) | San Carlos WIC(San Carlos Comm. Center)<br>230 N. 86th St- East Hwy 107<br>San Carlos, Tx | once a month | 3 boxes |
| 23) | Alton WIC II<br>3519 S. Main Suite B<br>Mission, Tx | once a month | 3 boxes |
| 24) | Alamo WIC<br>3131 E. Bus 83 Suite 113<br>Alamo, Tx | twice a month | 3 boxes |
| 25) | Weslaco WIC II<br>417 S. Oregon<br>Weslaco, TX | once a month | 3 boxes |
| 26) | Elsa WIC<br>708 E. Edinburg<br>Elsa, Tx | once a month | 3 boxes |
| 27) | Rio Grande City WIC (Temporary)<br>604 N. Garza<br>Rio Grande City, Tx | once a month | 3 boxes |
| 28) | Roma WIC<br>1505 N. Grant<br>Roma, Tx | once a month | 3 boxes |
| 29) | Alamo WIC Clinic<br>1429 S. Tower Road<br>Alamo, Tx | once a month | 3 boxes |

| HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT<br>Contact Person: Elena Gaitan 956-587-6200 | | | |
|---|---|---|---|
| | **LOCATION** | Scheduled Service (Weekly, bi-weekly monthly etc.) | **Estimated Qty. of boxes & liners per location** |
| 1) | Judge Mario E. Ramirez Jr.<br>Juvenile Justice Center<br>1001 N. Doolittle Rd.<br>Edinburg, Tx | once a month | 2 boxes |
| **HIDALGO COUNTY SHERIFF'S OFFICE<br>Contact Person: Juan Tapia 956-383-8114** | | | |
| | **LOCATION** | Scheduled Service (Weekly, bi-weekly monthly etc.) | **Estimated Qty. of boxes & liners per location** |
| 1) | Infirmary<br>701 E. Cibolo Rd.<br>Edinburg, Tx | twice a month | 8 boxes |
| 2) | Law Enforcement CSI Office<br>711 E. Cibolo Rd<br>Edinburg, Tx | monthly | 1 box |

| HIDALGO COUNTY HEALTH & HUMAN SERVICES<br>Scheduled Pick up for Bio Hazards- 2nd and 3rd Wednesday between 1:00 PM and 4:00 PM<br>**** estimated average of 600 – 2 gallon containers and 100 one quart containers per year**** | | | |
|---|---|---|---|
| **LOCATION** | | Scheduled Service (Weekly, bi-weekly monthly etc.) | **Estimated Qty. of boxes & liners per location** |
| 1) | Edinburg Clinic<br>3105 E. Richardson<br>Edinburg, Texas 78539<br>Phone: (956)318-2040<br>Supervisor: Laila De Leon, R.N. | once a month | 4 boxes |
| 2) | Elsa Clinic<br>708 Edinburg St.<br>Elsa, Texas 78543<br>Phone: (956)262-1141<br>Supervisor: Laura Reyes, R.N. | once a month | 3 boxes |
| 3) | Hidalgo Clinic<br>702 E. Texano<br>Hidalgo, Texas 78557<br>Phone: (956)843-7463<br>Supervisor: Cecilia Lopez, R.N. | once a month | 3 boxes |
| 4) | McAllen Clinic<br>300 E. Hackberry<br>McAllen, Texas 785001<br>Phone: (956)682-6155<br>Supervisor Norma Garza, R.N. | once a month | 5 boxes |
| 5) | Mission Clinic<br>211 N. Schurebach Road<br>Mission. Texas 78572<br>Phone: (956)585-2461<br>Supervisor: Victoria Garza, R.N. | once a month | 5 boxes |
| 6) | Pharr Clinic<br>300 E. Hall Acres<br>Phone: (956)787-1531<br>Supervisor: Lilia Velasco, R.N. | once a month | 4 boxes |
| 7) | Weslaco Clinic<br>1901 N. Bridge<br>Weslaco, Texas 78596<br>Phone: (956)969-8332<br>Supervisor: Elva Murphy, R.N. | once a month | 3 boxes |
| 8) | Pulmonary Clinic (South Entrance)<br>1304 South 25th Ave<br>Edinburg, Texas 78542<br>Phone: (956)387-0118<br>Supervisor: Julia Alvarez-Obregon, R.N. | once a month | 4 boxes |

# EXHIBIT "B"

**BID PAGE**

**REQUEST FOR BIDS**

Hidalgo County

*"Bio-Hazardous Waste Disposal Services"*

BID NO: 2011-233-09-28-SMA

# EXHIBIT "B"

Hidalgo County
*"Bio-Hazardous Waste Disposal Services"*
BID NO.: 2011-233-09-28-SMA
BID PAGE

| Description of Box & Liner | Sizes |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

LANDFILL SITE: (NAME, ADDRESS OF COMPANY

_____

_____

**FLAT RATE PRICE** $_____
**Pickup & Disposal of Medical Waste including box & liner**
**(Schedule or non-schedule)**

# ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

# EXHIBIT "C"

## INSURANCE REQUIREMENTS

**REQUEST FOR BIDS**

Hidalgo County

*"Bio-Hazardous Waste Disposal Services"*

BID NO: 2011-233-09-28-SMA

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

**Revised 03/11/11**

**ACORD** **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>Edinburg, Texas 78539 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## (THIS FORM MUST ACCOMPANY BID PACKET)

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds (if applicable): _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

## (THIS FORM MUST ACCOMPANY BID PACKET)

# EXHIBIT "D"

## CIQ FORM
## CONFLICT OF INTEREST QUESTIONNAIRE

**REQUEST FOR BIDS**

Hidalgo County

*"Bio-Hazardous Waste Disposal Services"*

BID NO: 2011-233-09-28-SMA

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# VENDOR'S APPLICATION
# &
# W-9 FORM

**REQUEST FOR BIDS**

Hidalgo County

*"Bio-Hazardous Waste Disposal Services"*

BID NO: 2011-233-09-28-SMA

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

| |
|---|
| Company Name: Telephone No. ( ) |
| dba Name: |
| Legal Name: |
| Mailing Address : Fax No. ( ) |
| Physical Address: |
| City, State, Zip Tax I.D. No. |
| Remit to Address : City, State, Zip |
| E-Mail Address: |
| Representative(s) Name(s) & Title(s) |
| Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify<br>State Identification No._____ (Please attached completed W-9 form with this application)<br>Federal Identification No. or (if individual) SS No. |
| State of Incorporation: _____ Date:_____ Other: |
| Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify |
| Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: |
| Small and/or Disadvantaged Business Information (check application criteria)<br>Small Business: _____Disadvantaged Business (At Least 51% Ownership)<br>☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American<br>☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women<br>☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other<br>☐ More than 500,000 annual gross receipt |
| Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No |
| Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No |
| What type of product(s) is/are solicited by your company?: |
| Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No |
| To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):<br>Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: |

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

**If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____**

**Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No**

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

Employer identification number

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|---|---|---|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# CERTIFICATION REGARDING DEBARMENT

**REQUEST FOR BIDS**

Hidalgo County

*"Bio-Hazardous Waste Disposal Services"*

BID NO: 2011-233-09-28-SMA

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"

# BID PAGE

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2011

PRODUCER
Annaville Insurance
14602 Compass Street #A
Corpus Christi, TX 78418
361-949-6787

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
bio-ops llc

1403 cedar
edinburg, TX 78539
956-778-4412

| INSURERS AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A: century surety company | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| a | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC | ccp709223 | 10/07/11 | 10/07/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | EXCESS/UMBRELLA LIABILITY<br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| | | OTHER | | | | | |

OCT 13 201

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

crime and trauma scene clean up
bio-recovery & decon services
certificate holder is named as an additional insured on policy# ccp709223

**CERTIFICATE HOLDER**

hildalgo county purchasing department
2812 s.business hwy 281
edinburg,texas 78539
attn;sandra montalvo
fax#956-318-2629

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tom Jones



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: San Juanita Palacios |
|---|---|
| Montalvo Insurance Agency<br>208 South Texas Blvd<br>PO Box 2<br>Weslaco TX 78599 | PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198<br>E-MAIL ADDRESS: sanjuanita@montalvoinsurance.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A: National Liability & Fire Ins |
| INSURED | INSURER B: |
| Bio-Ops, LLC<br>P.O. Box 1985<br><br>Edinburg TX 78539 | INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES — CERTIFICATE NUMBER: CL11101200793 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS | | | 73TRR211895 | 10/8/2011 | 10/8/2012 | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | WC STATU-TORY LIMITS ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) N/A | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Pollution Liability | | | 73TRR211895 | 10/8/2011 | 10/8/2012 | INCLUDED | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is added as "Designated Insured"

2003 Dodge Cargo Van - VIN #2D7KB31Y13K525635

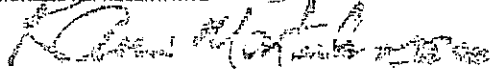
CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/9/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco TX 78599

CONTACT NAME: San Juanita Palacios
PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 00002965

INSURED
Bio-Ops, LLC
P.O. Box 1985
Edinburg TX 78540

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Texas Mutual Insurance Company | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

COVERAGES CERTIFICATE NUMBER: CL1012900505 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | ☐ HIRED AUTOS | | | | | | | $ |
| | ☐ NON-OWNED AUTOS | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DEDUCTIBLE | | | | | | | $ |
| | ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | WC STATU-TORY LIMITS ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) | N/A | | 0001140830 | 12/9/2010 | 12/9/2011 | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

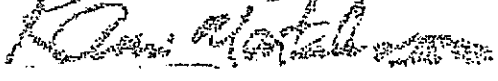
CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1100 GENERAL FUND** | | | | | | | |
| 1-1100-412-00-010-001-0-421 | 430TH DC-DISPOSAL | .00 | 500.00 | .00 | 303.60 | 196.40 | 60.72 |
| 1-1100-419-40-220-001-0-421 | FACILITIES MGMT-DISPOSAL | 7,000.00 | 28,500.00 | 1,630.16 | 25,239.36 | 1,630.48 | 94.28 |
| 1-1100-421-00-280-001-0-421 | SHERIFF- DISPOSAL | 4,200.00 | 8,500.00 | .00 | 3,521.80 | 4,978.20 | 41.43 |
| 1-1100-423-21-280-002-0-421 | JAIL-DISPOSAL | 54,000.00 | 54,000.00 | 12,085.20 | 36,877.20 | 5,037.60 | 90.67 |
| 1-1100-423-32-330-001-0-421 | JUV DET HM-DISPOSAL | 5,500.00 | 5,500.00 | 420.00 | 4,310.40 | 769.60 | 86.01 |
| 1-1100-432-00-121-001-0-421 | PCT1 SANITATION-DISPOSAL | 125,000.00 | 137,000.00 | 20,070.00 | 102,930.00 | 14,000.00 | 89.78 |
| 1-1100-432-00-122-001-0-421 | PCT2 SANITATION-DISPOSAL | 265,000.00 | 218,000.00 | 54,450.08 | 159,244.92 | 4,305.00 | 98.03 |
| 1-1100-432-00-123-001-0-421 | PCT3 SANITATION-DISPOSAL | 323,965.00 | 309,865.00 | 35,335.87 | 260,590.63 | 13,938.50 | 95.50 |
| 1-1100-432-00-124-001-0-421 | PCT4 SANITATION-DISPOSAL | 433,862.50 | 385,262.50 | 24,700.00 | 360,260.55 | 301.95 | 99.92 |
| 1-1100-441-00-340-001-0-421 | HEALTH ADM-DISPOSAL | 2,000.00 | .00 | .00 | .00 | .00 | .00 |
| 1-1100-441-00-340-003-0-421 | HEALTH CLINICS-DISPOSAL | 6,400.00 | 13,100.00 | 1,251.30 | 9,620.71 | 2,227.99 | 82.99 |
| 1-1100-452-00-122-008-0-421 | PCT2 PARKS-DISPOSAL | 1,000.00 | 5,500.00 | 120.24 | 3,989.34 | 1,390.42 | 74.72 |
| 1-1100-452-00-123-008-0-421 | PCT3 PARKS-DISPOSAL | 1,500.00 | 1,500.00 | 206.29 | 1,113.71 | 180.00 | 88.00 |
| 1-1100-466-00-122-082-0-421 | PCT2 CRC (S.TOWER)-DISPOSAL | 1,000.00 | .00 | .00 | .00 | .00 | .00 |
| **1100 GENERAL FUND** | | **1,230,427.50** | **1,167,227.50** | **150,269.14** | **968,002.22** | **48,956.14** | **95.81** |
| **1200 ROAD AND BRIDGE** | | | | | | | |
| 1-1200-431-00-121-004-0-421 | PCT1 ADM-DISPOSAL | .00 | 2,300.00 | .00 | 1,731.18 | 568.82 | 75.27 |
| 1-1200-431-00-122-005-0-421 | PCT2 ADM-DISPOSAL | 800.00 | 1,700.00 | 388.41 | 1,279.56 | 32.03 | 98.12 |
| **1200 ROAD AND BRIDGE** | | **800.00** | **4,000.00** | **388.41** | **3,010.74** | **600.85** | **84.98** |
| **1222 DISTRICT ATTORNEY BAD CHECK PROCESSING** | | | | | | | |
| 1-1222-412-00-080-006-0-421 | DA BAD CK-DISPOSAL | 50.00 | 50.00 | .00 | .00 | 50.00 | .00 |
| **1222 DISTRICT ATTORNEY BAD CHECK PROCESSING** | | **50.00** | **50.00** | **.00** | **.00** | **50.00** | **.00** |
| **1292 WIC** | | | | | | | |
| 1-1292-441-00-350-001-1-421 | WIC ADM-DISPOSAL | .00 | 18,593.90 | 1,179.52 | 15,612.44 | 1,801.94 | 90.31 |
| 1-1292-441-00-350-001-2-421 | WIC ADM-DISPOSAL | .00 | 10,000.00 | 4,286.53 | 1,365.32 | 4,348.15 | 56.52 |
| **1292 WIC** | | **.00** | **28,593.90** | **5,466.05** | **16,977.76** | **6,150.09** | **78.49** |
| **1293 HEALTH DEPARTMENT** | | | | | | | |
| 1-1293-441-00-340-042-1-421 | PPCPS/PHER-DISPOSAL | .00 | 4,000.00 | .00 | .00 | 4,000.00 | .00 |
| **1293 HEALTH DEPARTMENT** | | **.00** | **4,000.00** | **.00** | **.00** | **4,000.00** | **.00** |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1295 JUVENILE PROBATION POST-ADJUDICATION FAC** | | | | | | | |
| 1-1295-423-00-330-028-0-421 | WESL B/C-DISPOSAL | 500.00 | 500.00 | .00 | 496.80 | 3.20 | 99.36 |
| **1295 JUVENILE PROBATION POST-ADJUDICATION FAC** | | **500.00** | **500.00** | **.00** | **496.80** | **3.20** | **99.36** |
| **1297 ADULT PROBATION** | | | | | | | |
| 1-1297-423-00-320-002-1-421 | BASIC SUPERVISION-DISPOSAL | .00 | 5,000.00 | .00 | 702.00 | 4,298.00 | 14.04 |
| 1-1297-423-00-320-002-2-421 | BASIC SUPERVISION-DISPOSAL | .00 | 1,500.00 | 1,360.55 | 127.45 | 12.00 | 99.20 |
| 1-1297-423-00-320-020-1-421 | SATF-DISPOSAL | .00 | 1,296.32 | .00 | 1,295.36 | .96 | 99.93 |
| 1-1297-423-00-320-020-2-421 | SATF-DISPOSAL | .00 | 1,980.00 | .00 | 323.84 | 1,656.16 | 16.36 |
| 1-1297-423-00-320-030-1-421 | CRTF-DISPOSAL | .00 | 1,944.48 | .00 | 1,700.16 | 244.32 | 87.44 |
| **1297 ADULT PROBATION** | | **.00** | **11,720.80** | **1,360.55** | **4,148.81** | **6,211.44** | **47.00** |
| **1 YEAR 1** | | **1,231,777.50** | **1,216,092.20** | **157,484.15** | **992,636.33** | **65,971.72** | **94.58** |

**AI-29875** **19. A. 7.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Appointment and/or designation by Commissioners' Court to select/assign an evaluation committee to grade/score RFP 2011-231-11-23-YZV "Certified Technical Supervisor for Hidalgo County Alcohol Breath Test Program", as referenced in the procurement packet.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-421-00-115-011-0-350

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO #651895 for Breath Test Svcs.-Amount available as of 12-1-11 $8,750.03 in relation to alcohol breath testing svcs.

Designation of evaluation/grading committee by CC does not require funding at this stage of procurement process.

## Attachments

AI-BACK-UP INFORMATION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 09:11 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 09:50 AM |
| Rosalinda Cantu | Merlen P. Munoz | 12/01/2011 10:08 AM |
| Ivan Cantu | Ivan Cantu | 12/01/2011 03:45 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 05:12 PM |

Form Started By: Yolanda Velasquez Started On: 11/29/2011 11:23 AM

Final Approval Date: 12/01/2011

## SECTION III – SELECTION/EVALUATION/RANKING

**SELECTION/EVALUATION/RANKING PROCESS:**

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"- Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court or their representatives. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, scores and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

**Proposals will be graded on a 100-point system with emphasis on ability to service the Alcohol Breath Test Program for Hidalgo County.**

1. **Proposal price for services**: **(35 Points)**
   - In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.

2. **Experience/Qualifications:** **(30 Points)**
   Proposer's qualifications (e.g. licenses/certificates). Evidence of Proposer's previous experiences with the services being requested.

3. **Proposer's Responsiveness to the RFP:** **(20 Points)**
   - Requested information included and thoroughness of response.
   - Understanding and acceptance of the scope of services.
   - Acceptance of the RFP and Draft Contract Document.
   - Applicable certificates, licenses, permits etc. included in response.
   - All RFP Forms completed.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(15 Points)**
   The proposer should provide as much background information as to its experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.

**NEGOTIATION PROCESS:**

Emphasis will be placed on qualifications, experience and capability to perform the services as well as the best proposal that meets the needs of Hidalgo County. Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

**AI-29848** **19. A. 8.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Recommending award of bid through request of sealed quote and approval of contract document to sole-bidder (Boots n' Jeans Inc.) meeting all requirements/specifications as attached hereto "Hidalgo County-Purchase of Straw Hat" RFSQ No.: 2011-242-11-02-SMA

### BACKGROUND

1. Contract Expired 09-10-11
2. New Contract to commence 12/06/11
3. Contract Document was reviewed and approved by legal counsel on 11/23/11

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-421-00-280-001-0-605

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 12-1-11 $7,328.26

Contract term is from 12-6-11 to 12-5-12 between Hidalgo Co. & Boots N' Jeans

2012 Adopted Budget for obj. 605 "Clothing & Uniforms" is $77,000.00

## Attachments

backup to award contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 09:07 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 09:48 AM |
| Rosalinda Cantu | Merlen P. Munoz | 12/01/2011 10:06 AM |
| Ivan Cantu | Ivan Cantu | 12/01/2011 01:21 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 05:29 PM |

Form Started By: Sandra Montalvo Started On: 11/23/2011 02:37 PM

Final Approval Date: 12/01/2011

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

RECEIVED
NOV 03 2011
BY: 2-5Pm

# MEMORANDUM

**(Department's Recommendation)**

**TO:** Anacleto "Sonny" Martinez, Sheriff's Office

ATTN: **Lt. Richard Ozuna** **via email: Richard.ozuna@hidalgo.org**
**Juan Tapia**, Procurement Specialist via email: juan.tapia@hidalgoso.org

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** November 2, 2011

**RE:** **SEALED QUOTE AWARD RECOMMENDATION/CONCURRENCE REQUEST-RFSQ**. 2011-242-11-02-SMA- **Hidalgo County-PURCHASE OF STRAW HATS"**

We have received a **sole response** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation to Commissioner's Court Meeting for October 25, 2011, therefore, we need your response **November 10, 2011 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1-1100-421-00-280-001-0-605

Recommendations/Concerns: Please award to sole bidder.

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | A. "Sonny" Martinez | HCSO | 11-3-11 |

Enclosures

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**
**RFB-RFP-RFQ**

**BID OPENING DATE: NOVEMBER 02, 2011 BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION: "PURCHASE OF STRAW HATS"**

**BID NO: 2011-242-11-02--SMA BUYER: SANDRA MONTALVO**

| NAME OF BIDDER: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT | DATE | ADDRESS E-MAIL & PHONE NO |
|---|---|---|---|---|
| 1. KALIFA'S WESTERN WEAR, INC. **Attn: Abdala Kalifa** | EM | Sandra Montalvo | 10/19/11 | 122 S. 17th Street<br>McAllen, Texas 78501<br>956-687-5392<br>956-630-0813<br>kalifa7@aol.com |
| 2. BOOTS & JEANS, INC. **Attn: Martin Masso** | EM | Sandra Montalvo | 10/19/11 | 2005 W. Expressway 83<br>Weslaco, Texas 78596<br>956-968-8150<br>martymasso@hotmail.com |
| 3. BULLRIDER WESTERN WEAR **Attn:** | EM | Sandra Montalvo | 10/19/11 | 1606 S. 77 Sunshine Strip<br>Harlingen, Texas 78550<br>956-425-7291<br>stmeade@gmail.com |
| 4. BOOT JACK **Attn: Matt** | EM | Sandra Montalvo | 10/19/11 | 6601 N. 10th Street<br>McAllen, Texas 78504<br>956-630-5144<br>thebootjack@hotmail.com |
| 5. BOOT JACK **Attn: Mark Masso** | Velocity | Sandra Montalvo | 10/19/11 | 504 S. Main Street<br>McAllen, Texas 78501<br>956-682-2467<br>markm@vaquerousa.com |
| 6. CAVENDER'S WESTERN OUTFITTER **Attn: Chet Garcia** | EM | Sandra Montalvo | 10/19/11 | 3300 Expressway 83 Ste 900<br>McAllen, Texas 78501<br>956-687-2668<br>cbc051@cavenders.com |

***VIA:**
**IN PERSON (IP)**
**E-MAIL (EM)**
**E-MAIL REQUEST (EMR)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**FACSIMILE (FAX)**

# HIDALGO COUNTY PURCHASING DEPARTMENT
# SEALED QUOTE TABULATION SHEET

**DEPARTMENT NAME:** *HIDALGO COUNTY SHERIFF'S OFFICE*

| **BID OPENING DATE: November 02, 2011** | **SEALED QUOTE OPENING TIME: 9:30 A.M.** |
|---|---|

**DESCRIPTION OF BID: "PURCHASE OF STRAW HATS"**

| **BID NO:2011- 242-11-02-SMA** | **BUYER: SANDRA MONTALVO** |
|---|---|

| | **PARTICIPATING VENDORS** | **UNIT PRICE** |
|---|---|---|
| 1 | **BOOTS AND JEANS OF Weslaco, Tx** | **$59.50** |
| **2.** | | |
| **3.** | | |
| **4.** | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |

**From:** Leticia Saenz
**To:** "Sandra Montalvo"
**Cc:** "Darlene Betancourt"
**Subject:** FW: Review & Apporoval of Contract#C-11-242-12-06-Boots N" Jeans-HCSO
**Date:** Wednesday, November 23, 2011 11:45:06 AM
**Attachments:** 01 C-11-242-12-06-Boots N Jeans-HCSO.pdf

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, November 23, 2011 9:52 AM
**To:** 'Leticia Saenz'
**Subject:** FW: Review & Apporoval of Contract#C-11-242-12-06-Boots N' Jeans-HCSO

Good for you!

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
[redacted]: Wednesday, November 23, 2011 9:43 AM
**To:** 'Martha Salazar'
**Subject:** RE: Review & Apporoval of Contract#C-11-242-12-06-Boots N' Jeans-HCSO

The agreement is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, November 23, 2011 8:51 AM
**To:** 'Steve Crain'
**Cc:** 'Leticia Saenz'
**Subject:** FW: Review & Apporoval of Contract#C-11-242-12-06-Boots N' Jeans-HCSO
**Importance:** High

Mr. Crain:
Please review and comment on the draft contract document as to form as it will part of the procurement packet that will placed on CC agenda for authority to advertise project.
Thanks,
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Tuesday, November 22, 2011 5:24 PM
**To:** 'Martha Salazar'
**Cc:** 'Darlene Betancourt'; 'Sandra Montalvo'
**Subject:** Review & Apporoval of Contract#C-11-242-12-06-Boots N' Jeans-HCSO

Ms. Marty-

Please forward the attached ***Contract #C-11-242-12-06*** with ***Boots N' Jeans*** for the ***"Purchase of Straw Hats"*** for the ***Hidalgo County Sheriff's Office,*** to legal for their review and approval as to form.

***Note: to be placed on the next CC agenda for Award of Bid/Contract.***

Please advise.

Thanks.

**Leticia H. Saenz, CPPB/Contracts Manager**
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

**From:** Leticia Saenz
**To:** "Sandra Montalvo"
**Cc:** "Darlene Betancourt"
**Subject:** FW: Review & Apporoval of Contract#C-11-242-12-06-Boots N" Jeans-HCSO
**Date:** Wednesday, November 23, 2011 11:45:06 AM
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**To:** 'Leticia Saenz'
**Subject:** FW: Review & Apporoval of Contract#C-11-242-12-06-Boots N' Jeans-HCSO

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[redacted]: Wednesday, November 23, 2011 9:43 AM
**To:** 'Martha Salazar'
**Subject:** RE: Review & Apporoval of Contract#C-11-242-12-06-Boots N' Jeans-HCSO

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**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, November 23, 2011 8:51 AM
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**Cc:** 'Leticia Saenz'
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Marty

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**Sent:** Tuesday, November 22, 2011 5:24 PM
**To:** 'Martha Salazar'
**Cc:** 'Darlene Betancourt'; 'Sandra Montalvo'
**Subject:** Review & Apporoval of Contract#C-11-242-12-06-Boots N' Jeans-HCSO

Ms. Marty-

Please forward the attached ***Contract #C-11-242-12-06*** with ***Boots N' Jeans*** for the ***"Purchase of Straw Hats"*** for the ***Hidalgo County Sheriff's Office,*** to legal for their review and approval as to form.

***Note: to be placed on the next CC agenda for Award of Bid/Contract.***

Please advise.

Thanks.

**Leticia H. Saenz, CPPB/Contracts Manager**
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

**REQUIREMENTS AGREEMENT**
**C-11-242-12-06**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **6th** day of **December, 2011** by and between **Boots N' Jeans, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Purchase of Straw Hats" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **December 6, 2011** and expire on **December 5, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Boots N' Jeans
Attn: Martin C. Masso, Owner
2005 West Expressway 83
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it

is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

*Approved By Commissioners Court:*_____

**APPROVED AS TO FORM:**
**Atlas & Hall, LLP**

By: _____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By:_____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

**COMPANY:**
**BOOTS N' JEANS**

By:_____
Printed Name:_____
Title:_____

# EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

October 19, 2011

_____
(Company's name & address)

_____

_____

_____

Re: **HIDALGO COUNTY -**
**REQUEST for SEALED QUOTES-"*Purchase of Straw Hats*"**
**SEALED QUOTE No.: 2011-242-11-02-SMA**

Dear Respondent:

Enclosed please find a Request for Sealed Quote (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the procurement process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Sandra Montalvo

Sandra Montalvo, Buyer II

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# PURCHASING DEPARTMENT
## County Of Hidalgo

**REQUEST FOR SEALED QUOTE (RFSQ)**

**CHECKLIST**

HIDALGO COUNTY
*"PURCHASE OF STRAW HATS"*
RFSQ NO. 2011-242-11-02-SMA

---

1. **Request for Bid Letter, consist of ___1___ page.**
2. **Request for Bid, Legal Notice, consisting of __8___ pages.**
3. **Exhibit "A"- Specifications/Requirements, consisting of___4___ pages.**
4. **Exhibit "B"-Bid Page, consisting of __2____pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4___ pages.**
6. **Exhibit "D"-Conflict of Interest, consist of __1__ page.**
7. **Bidders Application and Tax Form W-9, consisting of __6__ pages.**
8. **Certification Regarding Debarment consists of ___1___page.**
9. **Draft Requirements Agreement, consisting __8__ pages.**

**The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith in. Should you find that any of the items are not attached in its entirety please contact Sandra Montalvo @ Hidalgo County Purchasing Department by calling (956) 318-2626 or e-mail sandra.montalvo@co.hidalgo.tx.us to advise of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.**

**Thank you.**

Sandra Montalvo
**Sandra Montalvo, Buyer II**
**Hidalgo County Purchasing Department**

October 19, 2011
**Date**

| RFSQ No: 2011-242-11-02-SMA | Buyer: Sandra Montalvo | Tel. No: (956) 318-2626 Ext. 4865 |
|---|---|---|

# REQUEST FOR SEALED QUOTES

## HIDALGO COUNTY

***"PURCHASE OF STRAW HATS"***

## OPENING DATE:

## November 02, 2011 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed quotes will be received for **"- HIDALGO COUNTY-PURCHASE OF STRAW HATS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. All sealed quotes are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFSQ NO. 2011-242-11-02-SMA-HIDALGO COUNTY -PURCHASE OF STRAW HATS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. Wednesday, November 02, 2011.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.**

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. **For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.**

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

**15. DELIVERY INSTRUCTIONS:** (if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number and contract number (if any)
  d) Notation-**"HIDALGO COUNTY -PURCHASE OF STRAW HATS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

| | |
|---|---|
| **Quote Opening 9:30 A.M.** | **November 02, 2011** |
| Award of Contract | _____, 2010 |
| Commence Work or Deliver Products | _____, 2010 |

18. ~~BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (IF APPLICABLE FOR PUBLIC WORKS PROJECTS):~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State

stating that the business is authorized to transact business in Texas.

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY**
**"PURCHASE OF STRAW HATS"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

Specifications/Requirements
Hidalgo County
*"Purchase of Straw Hats"*
RFSQ No.:2011-242-11-02-SMA

**PROJECT OVERVIEW:**

Hidalgo County is requesting sealed quotes for an annual contract. of *"PURCHASE OF STRAW HATS"* on an as needed basis but in no event to exceed the $50,000.00 (per year) statutory bid limit including, but not limited to the following:

## I. GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Straw Hats" on an "**As Needed Basis**" including, but not limited to, the following:

## II. SPECIFICATIONS

**STETSONS STRAW HATS** (equal or better)

| | |
|---|---|
| STYLE: | Rancher |
| MATERIAL: | Genuine Shantung Panama |
| COLOR | Natural |
| CROWN HEIGHT | 4 ¾" |
| SWEAT BAND: | Smooth Leather (Brown Color) |
| QUALITY: | 10X |
| TYPE: | Round and Regular Oval |
| BRIM: | 3.5 and 4" |
| CROWN EYELETS: | 3 Eyelets on Both Sides |
| HAT BAND: | Black two cord |
| STOCK SIZES: | All hats hall be available in regular, wide oval, long oval or extra long oval shape in sizes 6 ½ " thru 7 ⅞" |
| MADE: | U.S.A. |
| PACKAGING: | Hats are to be shipped in individual boxes of sufficient strength to withstand transportation by common carrier and to assure carrier and to assure safe arrival at the delivery point. All hat boxes will have makings on the exterior indicating the hat size.(This does not apply to local vendors) |

All hats must match officer hats presently in service.

## III. TERMS, CONDITIONS AND REQUIREMENTS:

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays.

5. The Insurance Requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

6. Hidalgo County reserves the right to award to one (1) or multiple vendors if the County determines it is in its best interest to do so.

7. Prices must be firm for the entire contract period and each consecutive contract period.

8. Any contract awarded to a successful bidder will be in effect until;

   A.) The contract expires
   B.) Delivery acceptance of products and/or performance of services ordered, or
   C.) Terminated by County with thirty (30) day's written notice prior to be cancellation

9. Award the contract to the responsible bidder who summits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible bidders summit the lowest and best bid will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified.

10. This contract is to be used by any Hidalgo County Law Enforcement Officer.

11. All bid prices for items shall take into consideration shipping and handling costs.

12. All Straw Hats must be new and unused.

## IV. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be

accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

# EXHIBIT "A"

Specifications/Requirements
Hidalgo County
*"Purchase of Straw Hats"*
RFSQ No.:2011-242-11-02-SMA

**ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:**

All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes ) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE** to (956) 292-7612 or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than, **Wednesday, October 27 , 2011 by** 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, October 28, 2011 by 5:00 p.m.**

# EXHIBIT "B"

BID FORM
HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
BID NO. 2011-242-11-02-SMA

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

***NOTE: THE BID PRICE SHOULD INCLUDE ANY ADDITIONAL COST

| DESCRIPTION | UNIT PRICE |
|---|---|
| **STRAW HATS** | $_____ |

SPECIFY ANY COMMENTS OR DEVIATION: _____

_____

_____

_____

_____

# EXHIBIT "B"

B I D FORM
HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
BID NO. 2011-242-11-02-SMA

## ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

**COMPANY NAME:** _____

**ADDRESS:** _____

**CITY/STATE/ZIP:** _____

**PHONE NUMBER:** _____

**FAX NUMBER:** _____

**CELL NUMBER:** _____

**CONTACT PERSON:** _____

**E-MAIL ADDRESS:** _____

**AUTHORIZED SIGNATURE:** _____

**TITLE:** _____

**DATE:** _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

**Revised 03/11/11**

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED EXP (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | GENERAL AGGREGATE | $ |
| | | | | | PRODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## (THIS FORM MUST ACCOMPANY BID PACKET)

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds (if applicable): _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

## (THIS FORM MUST ACCOMPANY BID PACKET)

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

| |
|---|
| Company Name: Telephone No. ( ) |
| dba Name: |
| Legal Name: |
| Mailing Address : Fax No. ( ) |
| Physical Address: |
| City, State, Zip Tax I.D. No. |
| Remit to Address : City, State, Zip |
| E-Mail Address: |
| Representative(s) Name(s) & Title(s) |
| Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify<br>State Identification No._____ (Please attached completed W-9 form with this application)<br>Federal Identification No. or (if individual) SS No. |
| State of Incorporation: _____ Date:_____ Other: |
| Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify |
| Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: |
| Small and/or Disadvantaged Business Information (check application criteria)<br>Small Business:_____Disadvantaged Business (At Least 51% Ownership)<br><br>☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American<br>☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women<br>☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other<br>☐ More than 500,000 annual gross receipt<br><br>Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No<br><br>Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No |
| What type of product(s) is/are solicited by your company?:<br><br>Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No |
| To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):<br><br>Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: |

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

**If yes, by whom?:** ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

**Indicate Certification No(s).:**_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

Employer identification number

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** | **Signature of U.S. person** ► | **Date** ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"

BID PAGE

# EXHIBIT "B"

BID FORM
HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
BID NO. 2011-242-11-02-SMA

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

***NOTE: THE BID PRICE SHOULD INCLUDE ANY ADDITIONAL COST

OPENED
9:44am
11/02/11
Witnessed

| DESCRIPTION | UNIT PRICE |
|---|---|
| STRAW HATS | $ 59.50 xx |

SPECIFY ANY COMMENTS OR DEVIATION

Will Service ALL HATS At ANY TIME, Cleaning, Shaping And Sizing. Thank you.

All Included in Price of Maintenance Hat at No Cost!

# EXHIBIT "B"

B I D FORM
HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
BID NO. 2011-242-11-02-SMA

## ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

**COMPANY NAME:** BOOTS N' JEANS INC

**ADDRESS:** 2005 W. Expressway 83

**CITY/STATE/ZIP:** WESLACO, TEXAS 78596

**PHONE NUMBER:** (956) 968-8150

**FAX NUMBER:** (956) 969-3486

**CELL NUMBER:** (956) 975-0710

**CONTACT PERSON:** MARTIN C. MASSO

**E-MAIL ADDRESS:** MARTYMASSO@HOTMAIL.COM

**AUTHORIZED SIGNATURE:** Martin C. Masso

**TITLE:** OWNER

**DATE:** 10/27/11

# EXHIBIT "C"

CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Angie Williams |
|---|---|
| Texas Insurance Managers<br>410 E. Harrison<br>P. O. Box 531728<br>Harlingen TX 78553 | PHONE (A/C, No, Ext): (956) 423-6986 FAX (A/C, No): (956) 423-4205<br>E-MAIL ADDRESS: angie@txinsmgr.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: American Hallmark Ins Co of Tx | |
| INSURER B: Travelers Lloyds of Tx | 41564 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED: Boots N Jeans, 2005 W Expressway 83, Weslaco TX 78596

**COVERAGES** CERTIFICATE NUMBER: CL11102600536 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>X POLICY PRO-JECT LOC | | | 44PB42493109 | 5/24/2011 | 5/24/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ Included |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 44PB42493109 | 5/24/2011 | 5/24/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | UB1A73877911 | 7/15/2011 | 7/15/2012 | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

(956)969-3486

Hidalgo County
Attn: Sandra Montalvo
100 E. Cano, 4th Floor
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard May/ANGIE



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**AI-29895** **19. A. 9.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha L. Salazar **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Clarification on (action taken by CC 11-22-11 AI-29490) to proceed to negotiate a contract with number one ranked firm, Halff Associates, Inc.to be conducted by the customary protocol:

a. the Purchasing Department; and/or
b. a designated/assigned committee by CC

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

At this point there is no funding in place for this project. However, in the event the County is successful in negotiating a final contract, DBM will need to identify and appropriate funding in order for CC to take action to award the project.

## Attachments

Agenda Approval of 11-22-11

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 11:54 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 01:24 PM |
| Erika Zamora | Erika Zamora | 12/02/2011 03:23 PM |
| Auditor's Office | Arcilia Duran | 12/02/2011 03:35 PM |

Form Started By: Gricelda Villarreal Started On: 11/30/2011 09:43 AM

Final Approval Date: 12/02/2011

5. AI-29700 Acceptance and approval of Supplemental No. 1 Agreement extension request of an additional twenty-four (24) months to Contract #C-10-164-04-20-PO#64215 pursuant and as allowed under Article 8 of the contract with S&B Infrastructure, LTD, Professional Engineer to the "Design and expansion of the Raymondville Outfall System" Project-County Wide, thus bringing the ending date of the contract to December 31, 2013.

6. AI-29490 a. Presentation of the scoring/evaluation grid (from the designated grading committee) for the purposes of ranking by Commissioner's Court of the responses received in connection with the Request for Proposals for: Hidalgo County- "Consulting Services to Assist Hidalgo County in Grant Writing and Updating Master Parks Plan;

| | Vazaldua & Associates | Halff Associates, Inc. |
|---|---|---|
| Grader #1 | 82 | 93 |
| Grader #2 | 94 | 91 |
| Grader #3 | 87 | 92 |
| Grader #4 | 98 | 90 |
| Grader #5 | 81 | 89 |
| **Total Scores:** | **442** | **455** |
| **Total Avg. Scores:** | **88.4** | **91.0** |
| **Rank** | 2 | 1 |

b. Requesting authority to negotiate a professional consulting services contract in connection with Grant Writing and Updating Master Parks Plan Services with the number one ranked firm of Halff Assoc.

7. AI-29662 Acceptance of third (3) quarter rebate checks from Comdata Product Services (fuel purchases) in the amount of $602.93.

8. AI-29730 a. Request submitted (through written notifications attached herein and characterized as "errors" by trades) by G.A.S. Enterprises, Inc. numerically lowest bidder for the project: Hidalgo County -"Construction of Sheriff's Office Substation in the Precinct No. 1 Area": and, if approved;

b. Presentation of bids received for the purposes of award the base bid for the project: Hidalgo County-"Construction of Sheriff's Office Substation in the Precinct. 1 Area" to second lowest responsive and responsible bidder meeting all specifications D. Wilson Construction Co. in the total amount of $3,390,000.00, as presented & recommended by project architect GIGNAC & Associates, LLP. (Bid No. 2011-032-11-01-MSS).

**AI-29799** **19. A. 10.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Recommending award of bid to sole bidder and approval of contract as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached hereto for: "County Wide Mailing Services" RFB No. 2011-230-MEG.

### BACKGROUND

Current Contract expires on 12/31/11

## Fiscal Impact

**FISCAL YEAR:** 2012 **ACCT. #:** 2-1100-419-60-125-010-0-350

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

2012 Adopted Budget $50,000.

## Attachments

Memo of Recommendation

Participating Sheet

Legal Counsel Approval

Service Contract

Tabulation Sheet

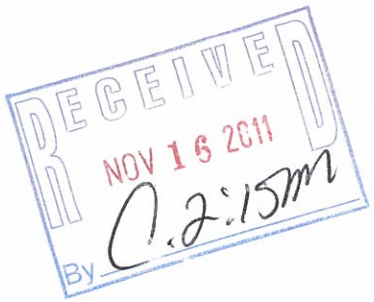
## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 10:29 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 10:34 AM |
| Erika Zamora | Erika Zamora | 12/01/2011 02:50 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 04:25 PM |

Form Started By: Elena Gomez Started On: 11/21/2011 10:21 AM

Final Approval Date: 12/01/2011

# M E M O R A N D U M




TO: Richard Sunday, Director
Hidalgo County Facilities Management

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: November 9, 2011

RE: **BID AWARD RECOMMENDATION REQUEST**
**Bid No. 2011-23011-09-MEG**
**HIDALGO COUNTY-"COUNTYWIDE MAILING SERVICES"**

---

Attached you will find a copy of the sole bid response received for the above referenced project. Please review and reply with your recommendation. Upon review of the said responses I will proceed to present your recommendation at Commissioner's Court Meeting; therefore, I am hereby requesting your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: elena.gomez@co.hidalgo.tx.us by no later than Friday, November 18, 2011-12:00** PM in order to place this item on the agenda for next Commissioners Court Meeting.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4881

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.

Budget Acct №: 2-1100-419-60-125-010-0-350

Recommendations/Concerns: Currently we do not have capability to Bar Code Mail but looking into getting service from Mail Machine Vendor at future date.
*Recommend upper ~~Valley~~ Mail Services L.L.P.

Daniel Flores 11/19/11

Authorized Signature Printed Name Date

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**

**RFB-RFP-RFQ**

**BID OPENING DATE:** November 9, 2011 **BID OPENING TIME:** 9:30 A.M.

**DEPARTMENT/BID DESCRIPTION**: "Countywide Mailing Services" **BID NO.:2011-230-11-09-MEG**

| NAME OF VENDOR: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | ADDRESS & PHONE NO |
|---|---|---|---|---|
| 1.Quest Mark Information Management, INC Kellyr@qiminic.com | Email | Elena Gomez | 10/24/11 | 9440 Kirby Drive Houston, TX 77054 Tel 713-662-9022 |
| 2.Harte-Hanks Direct Marketing James_cain@harte-hanks.com | Email | Elena Gomez | 10/24/11 | 777 Township Line Rd Ste 300, Yardley PA 19067 |
| 3. Upper Valley Mailing Services postman217@aol.com | Email | Elena Gomez | 10/24/11 | 1418 Beech Ste 109 McAllen, TX 78501 (956) 668-7678 |
| 4. Prime Vendor bids17@prime-vendor.com Erica Russ | Email | Elena Gomez | 10/25/11 | 4622 Cider Ave. Bldg. 5 Blungimtonw NC. 28403 1-800-746-9554 |
| 5. Texas Mail Center Richard Green rgreen@texasmailcenter.com | Email | Elena Gomez | 11/01/11 | 624 Krona Dr Ste 125 Plano, TX 75074 |
| 6. Pitney Bowes ~~Boyd Hering~~ boyd.hering@pb.com not able to participate as per email | Email | Elena Gomez | 11/02/11 | 512-619-8220 203-460-9242 |
| 7. FTB Print & Mail Sarrah Soza sarrah@ftbfresno.com | Email | Elena Gomez | 11/02/11 | 1766 N. Helm Ave., #105 Fresno, CA 93727 |
| 8. Pitney Bowes Management Services ~~Marty Newman~~ not able to participate as per email | Email | Elena Gomez | 11/02/11 | (317) 956-0020 marty.newman@pb.com |
| 9.Texas Security Force Gonzalo Meza tsf007@sbcglobal.net | IP | Elena Gomez | 11/03/11 | PO Box 1261 1825 West Rogers Edinburg, Texas 78539 956-316-0553 |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**FACSIMILE (FAX)**
**E-MAIL (EM)**

**From:** Leticia Saenz [leticia.saenz@co.hidalgo.tx.us]
**Sent:** Monday, November 28, 2011 5:21 PM
**To:** 'Elena Gomez'
**Cc:** 'Darlene Betancourt'
**Subject:** FW: Review & Approval of Contract #C-11-230-12-06-Upper Valley Mail Svc LLP-Hidalgo County
**Attachments:** 01 C-11-230-12-06-Upper Valley Mail Service LLP-HC.pdf

Ms. Elena-

Wooopppeeeee!....Good to go....Legal approved (refer to email below)…Go ahead and place for award of bid/contract for next week's CC agenda.

We rock Sister….

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Monday, November 28, 2011 12:16 PM
**To:** 'Leticia Saenz'; 'Darlene Betancourt'; 'Elena Gomez'
**Subject:** FW: Review & Approval of Contract #C-11-230-12-06-Upper Valley Mail Svc LLP-Hidalgo County

Ladies:
Good Job!

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Monday, November 28, 2011 11:34 AM
**To:** 'Martha Salazar'
**Subject:** RE: Review & Approval of Contract #C-11-230-12-06-Upper Valley Mail Svc LLP-Hidalgo County

The contract is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Monday, November 28, 2011 10:10 AM
**To:** 'Steve Crain'
**Subject:** FW: Review & Approval of Contract #C-11-230-12-06-Upper Valley Mail Svc LLP-Hidalgo County

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Wednesday, November 23, 2011 3:47 PM
**To:** 'Martha Salazar'

**Cc:** 'Darlene Betancourt'; 'Elena Gomez'
**Subject:** Review & Approval of Contract #C-11-230-12-06-Upper Valley Mail Svc LLP-Hidalgo County

Ms. Marty-

Hopefully this will make it three (3) for my on a roll streak……Wooooppeeeee!

Please forward attached contract ***#C-11-230-12-06-Upper Valley Mail Service LLP*** for: ***"Countywide Mailing Services"*** for ***Hidalgo County*** to legal for their review and approval as to form.

***Note: Also, will be placed on the next CC agenda for final approval of bid/contract.***

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**SERVICE CONTRACT**
**C-11-230-12-06**

**THIS CONTRACT** is made and entered into this **6th** day of **December, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **Upper Valley Mail Services, L.L.P.** ("Company").

**WHEREAS,** Company responded to advertised notices for bids for: **"Countywide Mailing Services" (on an as needed basis)** (the "Services"); and

**WHEREAS,** Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

**WHEREAS,** in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

**NOW, THEREFORE,** in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **January 1, 2012** and expiring on **December 31, 2012** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: Upper Valley Mail Services, L.L.P.
Attn: James Duncan, Co-Owner
1418 Beech Avenue, Suite 109
McAllen, Texas 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**WITNESS** our hands in duplicate originals this ____day of _____, 2011.

**APPROVED AS TO FORM**
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

**ATTEST:**

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

**COMPANY:**
**UPPER VALLEY MAIL SERVICES, L.L.P.**

By:_____
Printed Name: _____
Title:_____

# EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR BID (RFB) CHECKLIST

## Hidalgo County
## "Countywide Mailing Services"
## Bid No: 2011-230-11-09-MEG

1. Request for Bid Letter consist of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 1 page.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Draft Requirements Agreement consisting of 4 pages.
9. Certification Regarding Debarment 1 page.

**The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.**

**Thank you.**

Martha L Salazar
**Martha L. Salazar, CPPB**
**Purchasing Agent**

10-24-11
**Date**

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# PURCHASING DEPARTMENT
County Of Hidalgo

October 24, 2011

Request for Bids – Hidalgo County
"Countywide Mailing Services"
Bid № 2011-230-11-09-MEG

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/meg

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# REQUEST FOR BIDS

## HIDALGO COUNTY
**"COUNTYWIDE MAILING SERVICES"**
**Bid No: 2011-230-11-09-MEG**
## BID OPENING DATE:
## NOVEMBER 09, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY–"COUNTYWIDE MAILING SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of HIDALGO COUNTY ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB-2011-230-11-09-MEG HIDALGO COUNTY–"COUNTYWIDE MAILING SERVICES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. ,Wednesday NOVEMBER 09, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2011-230-11-09-MEG HIDALGO COUNTY–"COUNTYWIDE MAILING SERVICES".**

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY.

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the HIDALGO COUNTY Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

HIDALGO COUNTY Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY–"COUNTYWIDE MAILING SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **November 09, 2011** |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or

employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with HIDALGO COUNTY ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the HIDALGO COUNTY Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with HIDALGO COUNTY for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with HIDALGO COUNTY are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the HIDALGO COUNTY Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-HIDALGO COUNTY Courthouse
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the

specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
**HIDALGO COUNTY**
**"COUNTYWIDE MAILING SERVICES"**
**BID NO.:2011-230-11-09-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by HIDALGO COUNTY for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that HIDALGO COUNTY reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
"COUNTYWIDE MAILING SERVICES"
BID NO. 2011-230-11-09-MEG

The Hidalgo County Purchasing Department is seeking bids from qualified vendors to provide services in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. These services will be on an "As Needed Basis".

**The Following are the Minimum Specifications for "Mailing Services" for Hidalgo County:**

1. There will be a daily pick up, bar coding, sorting and delivery **(postage excluded)** of **all** qualifying U.S. Mail (packages, flats, letters, post cards, etc.), including UPS, Federal Express, Lone Star Overnight, non-freight packages, etc. (at no additional cost), with **no minimum daily quantity, and on an as needed basis.**

2. The postage of all mail will continue to be processed by the Central Mail Room. The standard operating procedure at both the Hidalgo County Courthouse and Administration Building to date has been that the Facilities Management personnel picks up the departments outgoing mail on a daily basis and delivers it to the Central Mail Room where it is stamped. Vendor shall inform the Central Mail Room personnel of any special mail rates (i.e., postcards, overnight packages, etc.) to ensure that all reduced rates which vendor receives are passed on to Hidalgo County.

3. Mailing Service shall be by an **insured and bonded carrier** and **all** mail will be picked up and delivered on **all** government operating days on a set daily pick-up and delivery time (schedule). The departments opting to receive this mail pick up service shall coordinate with service provider. Once a schedule is agreed upon, there shall be no deviations in the routine without the department's prior consent.

4. Mail will be picked up from the Central Mail Room located at the Hidalgo County Courthouse in Edinburg **and all** of the Hidalgo County departments and programs (i.e., satellite locations, WIC Offices, Precinct Offices, CSA, and Head-Start sites, etc) requesting mailing services, **on "as needed basis".**

5. The mail will be processed and delivered as applicable (i.e., 1st class, standard mail, 3rd Class, international, parcel post, priority mail, express mail and USPS bulk rate drop) to the post office location which is most advantageous to Hidalgo County (either the Edinburg or McAllen Post Office) on the same day the mail is picked up.

6. The awarded bidder shall submit to Hidalgo County a detailed monthly invoice of daily mailing services.

7. The awarded bidder shall sort all bar code:
   a) All qualifying envelopes and flats, from one (1) ounce to one (1) pound;
   b) Post Cards (at a special mailing rate of defray the bar coding cost); and
   c) Packages exceeding one (1) pound.

**TERMS AND CONDITIONS:**

1. The initial term of the contract shall be for the period beginning ***January 1, 2012*** and ending on ***December 31, 2012*** and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.

2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

3. The bidder who is awarded will ensure with a **written guarantee** that **all** qualifying mail is picked up and delivered promptly on a daily, and **"as needed,"** basis.

4. Arrangements will be made by the awarded bidder on the set daily time for mail to be picked up with each of the respective departments of Hidalgo County requesting mailing services.

5. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

6. Bid prices are to remain firm from BID AWARD DATE through the termination of the contract.

7. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

9. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

12. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

13. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

**Market Volatility and Unit Price Adjustments**:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to elena.gomez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on MONDAY, OCTOBER 31, 2011, to (956) 318-2629.** Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **FRIDAY, NOVEMBER 04, 2011**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"COUNTYWIDE MAILING SERVICES"
BID NO.: 2011-230-11-09-MEG

| MAILING SERVICES AND BAR CODING | | |
|---|---|---|
| **DESCRIPTION** | **PICK UP AND DELIVERY** | **BAR CODING** |
| Price per Letter Picked Up: | | |
| Price per Package Picked Up: | | |
| Price per Bulk Picked Up: | | |
| **Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):** | | |
| Price per Post Card Picked Up: | | |
| Price per Federal Express Picked Up: | | |
| Price per Lone Star Overnight Picked Up: | | |
| Price per UPS Package Picked Up: | | |

**NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2012, subject to Commissioner's Court approval through December 31, 2012. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.**

**All costs and expenses associated with the preparation and submission of (bids, proposals/and or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

Bidders Name:_____

Address:_____

City/State/Zip Code: _____

Phone №:_____ Fax №:_____

Authorized Signature:_____

Printed Name:_____ Date:_____

Title:_____ Email:_____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PER & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

| Small Business: | Disadvantaged Business (At Least 51% Ownership) | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %

(List HUB Subcontractor information below).

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** | **Signature of U.S. person** ▶ | **Date** ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"

VENDOR'S BID

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"COUNTYWIDE MAILING SERVICES"
BID NO.: 2011-230-11-09-MEG

| MAILING SERVICES AND BAR CODING | | |
|---|---|---|
| **DESCRIPTION** | **PICK UP AND DELIVERY** | **BAR CODING** |
| Price per Letter Picked Up: | -0- | 0.063 |
| Price per Package Picked Up: | -0- | 0.063 |
| Price per Bulk Picked Up: | -0- | 0.063 |
| **Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):** | | |
| Price per Post Card Picked Up: | -0- | 0.05 |
| Price per Federal Express Picked Up: | -0- | -0- |
| Price per Lone Star Overnight Picked Up: | -0- | -0- |
| Price per UPS Package Picked Up: | -0- | -0- |

OPENED
9:48
11-09-11
Witnessed

**NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2012, subject to Commissioner's Court approval through December 31, 2012. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.**

**All costs and expenses associated with the preparation and submission of (bids, proposals/and or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

Bidders Name: Upper Valley Mail Services LLP
Address: 1418 Beech Ave. Ste 109
City/State/Zip Code: McAllen TX 78501
Phone №: 956 668-7678 Fax №: 956 630-0825
Authorized Signature: James Duncan
Printed Name: JAMES DUNCAN Date: 11-07-2011
Title: CO-OWNER Email: Postman217@AOL.COM

# EXHIBIT "C"

INSURANCE REQUIREMENTS

Client#: 62 UPPEVAL

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/08/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

CONTACT NAME: Isabel Salinas
PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956 687-1286
E-MAIL ADDRESS: isabel.salinas@willis.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American States Insurance Compa | 19712 |
| INSURER B : Hartford Underwriters Ins Co | 30104 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Upper Valley Mail Services LLP
1418 Beech Ste 109
McAllen, TX 78501

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | X | | 25CC2673023 | 02/22/2011 | 02/22/2012 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 01CI1903363 | 02/22/2011 | 02/22/2012 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 65WECGE8018 | 07/19/2011 | 07/19/2012 | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N | N / A | | | | | E.L. EACH ACCIDENT | $500,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

**CERTIFICATE HOLDER**
HIDALGO COINTY ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG, TX 78539

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

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ISALI

TABULATION SHEET
HIDALGO COUNTY
"COUNTYWIDE MAILING SERVICES"
BID NO.: 2011-230-11-09-MEG

| MAILING SERVICES AND BAR CODING | | |
|---|---|---|
| **Vendors Name** | Upper Valley Mailing Services<br>1418 Beech Ste 109<br>McAllen, TX 78501 | |
| **DESCRIPTION** | **PICK UP AND DELIVERY** | **BAR CODING** |
| Price per Letter Picked Up: | -0- | 0.063 |
| Price per Package Picked Up: | -0- | 0.063 |
| Price per Bulk Picked Up: | -0- | 0.063 |
| **Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):** | | |
| Price per Post Card Picked Up: | -0- | 0.05 |
| Price per Federal Express Picked Up: | -0- | -0- |
| Price per Lone Star Overnight Picked Up: | -0- | -0- |
| Price per UPS Package Picked Up: | -0- | -0- |

**AI-29839** **19. A. 11.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha L. Salazar **Submitted By:** Blanca Mayorga, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

a. Approval to waive major purchases deadline order of 11/04/2011 so as to acquire needed equipment;

b. Authority to purchase a new Class 200 Pemberton Brush Grapple from H & V Equipment, lowest bid received through solicited quotes in the amount of $15,000.00 through Req. #206437 and assurance from vendor of receipt of item prior to 12/31/2011.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-452-00-124-009-0-748

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available for requisition# 206437 as of 12-1-11 $15,000.00 for H & V Equipment Inc.

## Attachments

H&V-#206437

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 09:00 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 09:47 AM |
| Manuel Chapa | Manuel Chapa | 12/01/2011 10:51 AM |
| Auditor's Office | Arcilia Duran | 12/01/2011 05:31 PM |

Form Started By: Blanca Mayorga Started On: 11/23/2011 09:51 AM

Final Approval Date: 12/01/2011

# Requisition

Req # 00206437

PO #

Date: 11/21/11

#29839
12/6/11
Regular

**Bill To:** x
x

**Vendor :** 242101
H & V EQUIPMENT, INC.
P.O. BOX 909
PROGRESO TX 78579
FAX (956)565-2252

**Ship To:** HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

**Contact:** MUNOZ JR R.
956-383-3112

**Contract No:** QUOTES

**Special Instructions:**
PCT. REQ. #1651

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | BRUSH PICKUP ATTACHMENT FOR UNIT #L18:<br>COUNTY ASSET#: 19136<br>YEAR: 1977<br>MAKE: Fiat-Allis<br>MODEL: 545<br>DISCRIPTION: Loader<br>VIN.#: 21C06371<br>LIC.#: 903-3661<br>UNIT#: L18<br><br>DO NOT DUPLICATE ORDER | | |
| 1.00 | EACH | CLASS 200 PEMBERTON BRUSH GRAPPLE 96" WIDE, WITH EIGHT TINES ATTACHMENT FOR FIAT ALLIS 545B LOADER | 15,000.00 | 15,000.00 |
| | | Account No | Encumbrance | |
| | | 1-1100-452-00-124-009-0-748 | 15,000.00 | |
| | | | Freight | .00 |
| | | | Total | 15,000.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

**H & V Equipment, Inc.**
P.O. Box 909
Progreso, TX 78579

4-October-11

Hidalgo County Pct. #4
1102 N. Doolittle Rd.
Edinburg, Tx. 78541

Attn: Roman Rodriguez / George Guerra

H & V Equipment quotes the following brush grapple for your Fiat Allis 545B Loader:

Class 200 Pemberton Bruch Grapple, 96" Wide, with eight tines.
Loader requires a third valve fob Progreso $15,000.00

Thank you for the opportunity to bid this attachment.

Yours truly,

Thad R. Moore

23 – November – 11

Steve—We will have the above attachment delivered and invoiced before the end of this year.

Thanks, Thad R. Moore

Thad R. Moore

(956) 565-3788 Email: HVProgreso@aol.com (956) 565-2252 Fax

BFI
BUCKET FORK INCORPORATED

Bucket Fork Incorporated, LLC
New Smyrna Beach, Florida
Ph: 386.566 2968
E: info@bfimaterialhandling.com

28-September-11

Hidalgo County Pct. # 4
1102 N. Doolittle Rd.
Edinburg, TX 78541

Attn: Roman Rodriguez

| | | |
|---|---|---|
| One new Pemberton Loader Rake with Paddle Clamp, Class 200, 96" wide, 8 tines, for Fiat Allis 545B front end loader. | $15,575.00 | |
| Freight to above address | $850.00 | |
| **Total Delivered Price** | | **$16,425.00** |

Customer to install grapple and furnish extra hydraulic lines and valves.
(Lines & labor, approx 2,500.00 --valve separate)

Yours truly,

Mike Duffy
BFI, Inc.

# B & S EQUIPMENT SALES

600 E. Expressway 83
San Juan, Texas 78589
P. O. Box 535 Alamo, Tx 78516-0535
Ph. (956) 787-7554 Fax (956) 787-7555

Sept. 27, 2011

Hidalgo Co Pct # 4
1102 N. Doolittle Rd.
Edinburg, Tx 78541

Attn: Roman Rodriguez

| | | |
|---|---|---|
| One new Class 200, 96" eight tine Pemberton Brush Rake for Fiat Allis 545B front end loader. County to install. | | $14,975.00 |
| Freight to above address | | 775.00 |
| Total Delivered Price | 30 to 45 day delivery | $15,750.00 |

Sonny Smith

No hoses / fitting / labor to install.

**AI-29430** **19. A. 12.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of a modified procurement packet (i.e. qualifications, requirements, and scope of services, etc.) with several recommended additions highlighted for review and notation as attached hereto for the overall improvement of the process in connection with the following "Hidalgo County Qualified Pools of Professional Services":

a. Architectural Services (RFQ No. 2012-001-01-04-MSS)
b. Engineering Services (RFQ No. 2012-002-01-04-CGA)
c. Engineering Services -Geotechnical & Construction Materials Testing (RFQ No. 2011-003-01-04-SMA)
d. Real Estate Appraiser Services (RFQ No. 2012-004-01-04-YZV)
e. Surveyor Services (RFQ No. 2012-005-01-04-YZV)
f. Construction Management Services (2012-006-01-04-YSI)

for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol - as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective 2-09-2012 for a period of one (1) year.

BACKGROUND

Proposed schedule of events:
Advertisement Dates:
1st December 10, 2011
2nd December 17, 2011
3rd December 24, 2011

RFQ Due Date: January 04, 2012

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: various

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This is a countywide project and funding would need to be available and budgeted by user department. Pool of Professional Services will include all funding sources (i.e. R&B, CIP, CAP, General Fund, All Grants, etc) from all County Departments, Programs, and Entities.

Attachments

2012-001 -Pool of Architects 2012

2012-002-Engineering Svcs

2012-003 -Geotechnical and Construction Materials Testing

2012-004 -Appraisers Services Packet

2012-005 -Surveying Services

Construction Management Procurement Packet-2012-006

AI 29430 Bkp Local Gov Code

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/02/2011 11:25 AM |
| Budget & Management | Merlen P. Munoz | 12/02/2011 11:27 AM |
| Ivan Cantu | Ivan Cantu | 12/02/2011 01:14 PM |
| Auditor's Office | Arcilia Duran | 12/02/2011 03:57 PM |

Form Started By: Moises Salazar Started On: 11/02/2011

Final Approval Date: 12/02/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 12, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
**RFQ No: 2012-001-01-04-MSS**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

**We have updated our RFQ packet.** Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

DRAFT

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

# TABLE OF CONTENTS

**HIDALGO COUNTY**
**"Professional Architectural Services Pool"**
(Including all funding sources, programs, and entities)

**RFQ No: 2012-001-01-04-MSS**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 8 |
| 4. | Attachment B –Procurement Form –Areas of Specialization | 1 |
| 5. | Exhibit B, Evaluation Criteria | 3 |
| 6. | Exhibit C, Insurance Requirements, | 4 |
| 7. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 8. | Exhibit E, Proposer's Affidavit | 1 |
| 9. | Vendor/Bidder Application and W-9 form | 6 |
| 10. | Certification Regarding Debarment | 1 |
| 11. | RFQ Submittal Check List | 1 |


The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 12, 2011
Date

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# REQUEST FOR QUALIFICATIONS (RFQ)

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## "Professional Architectural Services Pool"

**RFQ NO: 2012-001-01-04-MSS**

Acceptance Due Date: **January 04, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

**1.** Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Architectural Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

**2.** One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2012-001-01-04-MSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Architectural Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 04, 2012.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.**

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

**3.** Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

**4.** Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

**5.** For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

**6.** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

**7.** Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

**8.** County reserves the right to accept or reject any or all qualifications.

**9.** Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

**10.** Costs are to be net F.O.B., County Prepaid.

**11.** County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**12.** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**13. DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

**14. BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Architectural Services Pool"**

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e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

**15. SCHEDULE OF EVENTS**

| | |
|---|---|
| **Qualification Opening, 9:30 A.M.** | **January 04 , 2012** |
| Award of Contract | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

**16. HIDALGO COUNTY APPROVED HOLIDAYS**

| 2012 YEAR | |
|---|---|
| New Year's Day | 12/30/11 and 01/02/12 |
| Martin Luther King Day | 01/16/12 |
| President's Day | 02/20/12 |
| Good Friday | 04/06/12 |
| Easter | 04/09/12 |
| Memorial Day | 05/28/12 |
| Independence Day | 07/04/12 |
| Labor Day | 09/03/12 |
| Columbus Day | 10/08/12 |
| Veteran's Day | 11/12/12 |
| Thanks Giving Day | 11/22/12 and 11/23/12 |
| Christmas Day | 12/24/12 and 12/25/12 |

**17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

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- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

## 18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

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procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

**19. DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  **Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.**

  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.**

**20.** If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

**21.** Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**22.** Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

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- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**23.** Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**24.** Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**25.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

**26.** Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

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infringement, and the like, arising out of the goods or services provided by successful respondent.

**27.** Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**28.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**29.** The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**30.** Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**31.** Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)

# "Professional Architectural Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

**Respectfully submitted,**

**Firm:** _____

**Address:** _____

**By:** _____

**Printed Name:** _____

**Title:** _____

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# EXHIBIT A

# REQUIREMENTS

# HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## REQUEST FOR QUALIFICATIONS

# PROFESSIONAL ARCHITECTURAL SERVICES POOL

**RFQ No.: 2012-001-01-04-MSS**

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period starting **February 9, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Architectural Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 04, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

## *SECTION I -GENERAL TERMS AND CONDITIONS*

**RFQ DOCUMENT SUBMITTALS/DELIVERY:**

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be

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filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:** Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:** Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:** Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**RESPONDENT DEFAULT:** Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:** Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 21, 2011 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 28, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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**SIGNING OF QUALIFICATIONS:** In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

**WAIVING OF INFORMALITIES:** Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:** The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:** All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

## *SECTION II -RFQ REQUIREMENTS*

**REQUEST FOR QUALIFICATIONS:** The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

**UNDERSTANDING OF THE PROJECT:** This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:** The County of Hidalgo is seeking to contract with a competent architectural firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

**PERSONNEL AND STAFFING:** The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:** This section will contain any licenses and certifications as required by HIDALGO COUNTY, the AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should include copies of their current Professional Liability Insurance.

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**SCOPE OF SERVICES:** The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

**Additionally, this section should include, but not be restricted to the following information:**

A. Firm name, address, phone number and person to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:** The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

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# *SECTION III -SELECTION / EVALUATION*

**SELECTION/EVALUATION PROCESS:** The evaluation system consists of a 100-point system.

**1. Professional Qualifications of Team (25)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

**2. Experience of Project Team/Ability to Commit Resources (25)**

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

**3. Experience/Availability of Project Manager (20)**

The Project Manager must be a certified AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

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Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

**4. Understanding of Project (20)**

The statement of qualifications shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

**5. Familiarity with Applicable Rules and Regulations (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:**

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

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2. Hidalgo County Commissioners' Court and/or an Evaluation Committee will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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**ATTACHMENT "B"**
**PROCUREMENT FORM-AREAS OF SPECIALIZATION**
**HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL SERVICES POOL**
**RFQ NO: 2012-001-01-04-MSS**

| | |
|---|---|
| Name and Address of Firm: | _____<br>_____<br>_____ |
| Principals of Firm and Titles: | _____<br>_____<br>_____ |
| Architect's Registration No.: | _____ |

Area of Specialization:

| | | | |
|---|---|---|---|
| | Design and Construction of Multi-Level Parking Structures | | Design for New Construction |
| | Pre-Design Services | | Design for Alterations/Renovations |
| | Space Planning | | Interior Design |
| | Needs Assessment | | Programming |
| | ADA Compliance | | Forensic Studies |
| | Code Analysis | | Cost Estimating |
| | Master Planning | | |

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

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**EVALUATION CRITERIA**
**EXHIBIT "B"**
**PROFESSIONAL ARCHITECTURAL SERVICES POOL**
**RFQ No. 2012-001-01-04-MSS**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

**1. Professional Qualifications of Firm (25)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..
Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

**2. Experience of Project Firm/Ability to Commit Resources (25)**

In addition to the Project Manager and the Professional Firm Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.
Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

**3. Experience/Availability of Project Manager (20)**

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.



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In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.
Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

**4. Understanding of Project (20)**

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..
Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

**5. Familiarity with Applicable Rules and Regulations (10)**

The RFQ should indicate through past experience of the proposed Firm that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.
Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

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# EVALUATION CRITERIA
# EXHIBIT "B"
# PROFESSIONAL ARCHITECTURAL SERVICES POOL
# RFQ No. 2012-001-01-04-MSS

| Selection Criteria | Points | Score |
|---|---|---|
| **1. Firm's Qualifications** (25 pts maximum) | | |
| ➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract) | 10 | |
| ➢ Provide information on proposed professional Firm experience | 5 | |
| ➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area). | 10 | |
| Comments/Rationale For Points: | | TOTAL _____ |
| | | |
| **2. Firm's Experience of Project** (25 pts maximum) | | |
| ➢ Designate management structure with Resumes of the key technical staff members in an appendix form | 5 | |
| ➢ Identifying the project composition, project leadership, reporting responsibilities | 10 | |
| ➢ One technical staff member with five (5) years experience | 5 | |
| ➢ One technical staff member with ten (10) years experience | 5 | |
| Comments/Rationale For Points: | | TOTAL _____ |
| | | |
| **3. Availability & Experience of Project Manager** (20 pts maximum) | | |
| ➢ The Project Manager must be an AIA with adequate experience in similar nature and scope | 5 | |
| ➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix | 5 | |
| ➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project | 10 | |
| Comments/Rationale For Points: | | TOTAL _____ |
| | | |
| **4. Understanding of Project** (20 pts maximum) | | |
| ➢ Demonstrate and understanding of the scope of services | 5 | |
| ➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ. | 5 | |
| Comments/Rationale For Points: | | TOTAL _____ |
| | | |
| **5. Familiarity with Applicable Rules and Regulations** (10 pts maximum) | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | |
| ➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies | 5 | |
| Comments/Rationale For Points: | | TOTAL _____ |
| **Total Score** | | |

SAMPLE

Provider: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

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# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

CERTIFICATE HOLDER

**Hidalgo County**
**Attn: Purchasing Department**
**2812 S Highway Bus. 281**
**Edinburg, Texas 78539**

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE
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# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

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# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of person who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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# PROPOSER'S AFFIDAVIT
# Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTERST, AND ANTI-LOBBYING**
**FOR "PROFESSIONAL ARCHITECTURAL POOL"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

Signature/Title: _____

---

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

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# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Proposer/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

**Company Name**: **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address :** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one):** _____ **Individual** _____ **Partnership** ____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** ____ **Other, Specify** _____
**State Identification No.**_____ **(Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.** _____

**State of Incorporation:** _____ **Date:**_____ **Other**: _____

**Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

| **Small Business:** | **Disadvantaged Business (At Least 51% Ownership)** | |
|---|---|---|
| Less than 125,000 annual gross receipt | Black American | Native American |
| Less than 250,000 annual gross receipt | Hispanic American | Women |
| Less than 499,000 annual gross receipt | Asian Pacific American | Other |
| More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** Yes No

**Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** Yes No

**What type of product(s) is/are solicited by your company?:** _____

**Would you like to be provided with specifications for procurements of such products?:** Yes No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**_____

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

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## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

---

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

---

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

---

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Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

**Social security number**
___ ___ ___ – ___ ___ – ___ ___ ___ ___

**or**

**Employer identification number**
___ ___ – ___ ___ ___ ___ ___ ___ ___

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ► Date ►

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

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7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

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## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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**Certification**
**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

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**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**PROFESSIONAL ARCHITECTURAL SERVICES POOL**

**RFQ No.: 2012-001-01-04-MSS**

# RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____
Signature Date

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 12, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
**RFQ No: 2012-002-00-00-CGA**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

**We have updated our RFQ packet.** Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cga

Enclosures

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REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

# "Professional Engineering Services Pool"

RFQ NO: 2012-002-00-00-CGA

Acceptance Due Date: January ____, 2012

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Gricelda (Cris) Ayala, Buyer III
(956) 292-7000 Ext. 4867
cris.villarreal@co.hidalgo.tx.us

**1.** Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

**2.** One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, *RFQ – 2012-002-00-00-CGA- "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services Pool"*, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY ___, 2012.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

**3.** Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

**4.** Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

**5.** For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

**6.** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

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**7.** Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

**8.** County reserves the right to accept or reject any or all qualifications.

**9.** Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

**10.** Costs are to be net F.O.B., County Prepaid.

**11.** County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**12.** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**13.** DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

**14.** BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services Pool"
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

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- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

**15.** SCHEDULE OF EVENTS

| | |
|---|---|
| Qualification Opening, 9:30 A.M. | January ___, 2012 |
| Award of Contract | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

**16.** HIDALGO COUNTY APPROVED HOLIDAYS

| 2012 YEAR | |
|---|---|
| New Year's Day | 12/30/11 and 01/02/12 |
| Martin Luther King Day | 01/16/12 |
| President's Day | 02/20/12 |
| Good Friday | 04/06/12 |
| Easter | 04/09/12 |
| Memorial Day | 05/28/12 |
| Independence Day | 07/04/12 |
| Labor Day | 09/03/12 |
| Columbus Day | 10/08/12 |
| Veteran's Day | 11/12/12 |
| Thanks Giving Day | 11/22/12 and 11/23/12 |
| Christmas Day | 12/24/12 and 12/25/12 |

**17.** ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the~~

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~~receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

**18.** ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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**19.** DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539**C**Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

**20.** If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

**21.** Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**22.** Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**23.** Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or

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State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**24.** Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**25.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

**26.** Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

**27.** Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**28.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**29.** The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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**30.** Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**31.** Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

# "Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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# EXHIBIT A

# REQUIREMENTS

# HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

## REQUEST FOR QUALIFICATIONS

## "PROFESSIONAL ENGINEERING SERVICES POOL"

## 2012-002-00-00-CGA

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 9, 2012 and ending February 08, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday,_____, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

## *SECTION I - GENERAL TERMS AND CONDITIONS*

**RFQ DOCUMENT SUBMITTALS/DELIVERY:**

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DISCLOSURE OF CONFLICT OF INTEREST:**

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Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to

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notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:** Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to cris.villarreal@co.hidalgo.tx.us NO LATER THAN Wednesday , , 2011** at 5:00 p.m. Responses will be sent to all applicants by **Friday, , 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT: (If Applicable)**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

## *SECTION II - RFQ REQUIREMENTS*

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

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- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects? _____

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

**A.**
- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

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**B**.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

**C.**

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

**D.**

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

**E.**

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes

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- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

**Other Engineering Services include:**
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

**Additionally, this section should include, but not restricted to the following information:**

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

## *PART III – SELECTION / EVALUATION*

**SELECTION/EVALUATION PROCESS:**
The evaluation system consists of a 100-point system.

1. **Professional Qualifications of Project Team (25)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall

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have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

**Responsiveness to RFQ:**
- Response is Clear;
- Response is Well Organized;
- Easy to Evaluate;
- Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:**
Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

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1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee will **review, score, and evaluate** the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

3. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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**EVALUATION CRITERIA**
**EXHIBIT "B"**
**PROFESSIONAL ENGINEERING SERVICES POOL**
**RFQ No. 2012-002-00-00-CGA**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

**1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

**2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

**3. METHODOLOGY (20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

**4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

**Responsiveness to RFQ:**
* Response is Clear;
* Response is Well Organized;
* Easy to Evaluate;
* Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

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**5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required ).

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# EVALUATION CRITERIA
# EXHIBIT "B"
# PROFESSIONAL ENGINEERING SERVICES POOL
# RFQ No. 2012-002-00-00-CGA

| Selection Criteria | Points | Score |
|---|---|---|
| **1. Professional Qualifications of Project Team** (20 pts maximum) | | |
| ➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract) | 10 | |
| ➢ Provides information on proposed professional Team qualifications to perform various types of contracts | 5 | |
| ➢ Team members identified in the organizational chart. | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **2. Experience of Project Team/Ability to Commit Resources** (25 pts maximum) | | |
| ➢ Designate engineering staff members in an appendix form | 5 | |
| ➢ Identifying the project composition, project leadership, reporting responsibilities | 10 | |
| ➢ Experience of engineering staff to completely and efficiently perform the work. | 10 | |
| ➢ | | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **3. Methodology/Experience/Availability of Project Manager** (20 pts maximum) | | |
| ➢ Firm's approach to the methodology and management to the scope of services for the project(s). | 5 | |
| ➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix | 5 | |
| ➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project | 10 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **4. Understanding of Project/Similar Projects** (25 pts maximum) | | |
| ➢ Demonstrate and understanding of the scope of services | 5 | |
| ➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ. | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **5. Familiarity with Applicable Rules and Regulations** (10 pts maximum) | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | |
| ➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| **Total Score** | | |

EXAMPLE

Provider: _____

Evaluator: _____ Date: _____

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**PROFESSIONAL ENGINEERING SERVICES POOL**

**RFQ No.: 2012-002-00-00-CGA**

# RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

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Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 12, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
**Request for Qualifications** (RFQ)- **"***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*
**RFQ NO: 2012-003-01-04-SMA**

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

**We have updated out RFQ packet**. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet. **All forms must be properly completed and submitted your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**"PROFESSIONAL ENGINEERING SERVICES**
**GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL"**
**RFQ NO: 2012-003-01-04-SMA**

# RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

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_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

REQUEST FOR QUALIFICATIONS (RFQ)

# TABLE OF CONTENTS

**HIDALGO COUNTY**

(Including all funding sources, programs, and entities)

***"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***

**RFQ NO: 2012-003-01-04-SMA**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 8 |
| 4. | Exhibit B, Evaluation Criteria | 3 |
| 5. | Attachment A–Procurement Form –Areas of Specialization | 1 |
| 6. | Exhibit C, Insurance Requirements, | 4 |
| 7. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 8. | Exhibit E, Proposer's Affidavit | 1 |
| 9. | Vendor/Bidder Application and W-9 form | 6 |
| 10. | Certification Regarding Debarment | 1 |
| 11. | RFQ Submittal Check List | 1 |


The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

DRAFT

December 12, 2011

Martha L. Salazar, CPPB, Purchasing Agent — Date

DRAFT

# EXHIBIT A
# REQUIREMENTS

# HIDALGO COUNTY
(Including all funding sources, programs, and entities)
# REQUEST FOR QUALIFICATIONS

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)

*"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

**RFQ NO: 2012-003-01-04-SMA**

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2012-003-12-14-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 04, 2012.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

# *SECTION- I*

## *GENERAL TERMS AND CONDITIONS*

RFQ DOCUMENT SUBMITTALS/DELIVERY:

**A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format** of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**RESPONDENT DEFAULT:**

Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:**
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 21, 2011 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 28, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

# SECTION II
## RFQ REQUIREMENTS

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories may (Refer to Exhibit "C") add copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)

f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
**k)** Average response time from your office to the job site

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

# SECTION -III
## SELECTION / EVALUATION

**SELECTION/EVALUATION PROCESS:**
The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

**4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

**5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCAL:**

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

**1.** Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

**2.** Hidalgo County Commissioners' Court and/or an Evaluation Committee will **review, score, and evaluate** the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

**3.** A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

# REQUEST FOR QUALIFICATIONS (RFQ)

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

**RFQ NO: 2012-003-01-04-SMA**

Acceptance Due Date: **January 04, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer III
(956) 292-7000 Ext. 4863
sandra.montalvo@co.hidalgo.tx.us

**1.** Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***,** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

**2.** One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2012-003-01-04-SMA-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 04, 2012.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.**

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

**3.** Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

**4.** Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

**5.** For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

**6.** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents

are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

**7.** Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

**8.** County reserves the right to accept or reject any or all qualifications.

**9.** Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

**10.** Costs are to be net F.O.B., County Prepaid.

**11.** County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**12.** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**13. DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

**14. BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities)** ***Professional***

***Engineering Services-Geotechnical and Construction Materials Testing Pool"*,**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

**15. SCHEDULE OF EVENTS**

| | |
|---|---|
| **Qualification Opening, 9:30 A.M.** | **January 04 , 2012** |
| Award of Contract | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

**16. HIDALGO COUNTY APPROVED HOLIDAYS**

| **2012 YEAR** | |
|---|---|
| **New Year's Day** | **12/30/11 and 01/02/12** |
| **Martin Luther King Day** | **01/16/12** |
| **President's Day** | **02/20/12** |
| **Good Friday** | **04/06/12** |
| **Easter** | **04/09/12** |
| **Memorial Day** | **05/28/12** |
| **Independence Day** | **07/04/12** |
| **Labor Day** | **09/03/12** |
| **Columbus Day** | **10/08/12** |
| **Veteran's Day** | **11/12/12** |
| **Thanks Giving Day** | **11/22/12 and 11/23/12** |
| **Christmas Day** | **12/24/12 and 12/25/12** |

**17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

## 18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a

member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

**19. DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  **Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.**

  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.**

**20.** If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

**21.** Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**22.** Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**23.** Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**24.** Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**25.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

**26.** Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

infringement, and the like, arising out of the goods or services provided by successful respondent.

**27.** Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**28.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**29.** The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**30.** Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**31.** Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
***"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",***

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

**Respectfully submitted,**

**Firm:** _____

**Address:** _____

**By:** _____

**Printed Name:** _____

**Title:** _____

**EXHIBIT "B"**

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

***"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***

**RFQ NO: 2012-003-01-04-SMA**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

## 1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

## 2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

## 3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

## 4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

## 5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

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**EXHIBIT "B"**

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

***"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***

**RFQ NO: 2012-003-01-04-SMA**

| SELECTION CRITERIA | POINTS | SCORE |
|---|---|---|
| **1) STAFFING OF PROJECT TEAM (25)** | | |
| ➢ Provide information on their proposed professional team members | 10 | |
| ➢ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc. | 10 | |
| ➢ A list of various projects for comparative purposes | 5 | |
| Comments/Rationale for points: | **TOTAL** | |
| | | |
| | | |
| **2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | |
| Comments/Rationale for points: | **TOTAL** | |
| | | |
| | | |
| **3) METHODOLOGY (20)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | |
| Comments/Rationale for points: | **TOTAL** | |
| | | |
| | | |
| **4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | |
| ➢ Address appropriate Federal/State/Local regulations and policies | 5 | |
| ➢ Identify information to be gathered or obtained | 10 | |
| Comments/Rationale for points: | **TOTAL** | |
| | | |
| | | |
| **5) FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 10 | |
| Comments/Rationale for points: | **TOTAL** | |
| | | |
| | | |
| | **TOTAL SCORE:** | |

Provider: _____

Evaluator: _____ Date: _____

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**ATTACHMENT "A"**
**Engineering Laboratories-Schedule of Services and Related Fees**
**RFQ NO: 2012-003-01-04-SMA**

***This form is merely to be used as a guide for the used post ranking by commissioners' court only***
***Refer back to requirements page 7, negotiations process***

| NO. | DESCRIPTION | UNIT COST |
|---|---|---|
| | **PERSONNEL RATES** | |
| 01 | Soils and Aggregate Technician | $ _____/ Hour |
| 02 | Surveying and Sampling Soils for Highways | $ _____/ Hour |
| 03 | Soils Technician- Density Testing, Radiation Safety Certified | $ _____/ Hour |
| 04 | HMA Level 1-A Certified Technician | $ _____/ Hour |
| 05 | HMA Level 1-B Certified Technician | $ _____/ Hour |
| 06 | ACI Certified Field Grade I Technician<br>A. Includes necessary concrete slump cone, rod, air meter, thermometer | $ _____/ Hour |
| 07 | ACI Certified Field Grade II Technician | $ _____/ Hour |
| 08 | Geotechnical Engineer, P.E. | $ _____/ Hour |
| 09 | Geotechnical Engineer, E.I.T. | $ _____/ Hour |
| 10 | Secretarial, Report Preparation and Reporting | $ _____/ Hour |
| 11 | Logger (In Conjunction with Engineer) | $ _____/ Hour |
| | **TRAVEL EXPENSE** | |
| 12 | Vehicle Fee Mileage (Applicable for all Trips) | $_____/ Mile |
| 13 | Mobilization for Truck Mounted Rig, Drill Crew & Support | $_____/ Mile |
| 14 | Mobilization non standard equipment (4x4 All Terrain Rig) | Cost +_____% |
| 15 | Barge Mobilization and Rental | Cost +_____% |
| | **GEOTECHNICAL DRILLING AND ENGINEERING SERVICES** | |
| 16 | Borings in Soil | $ _____/ Foot |
| 17 | Borings in Soft Rock | $ _____/ Foot |
| 18 | Rock Coring | $ _____/ Foot |
| 19 | Standby Time (Drill Rig and Crew) | $ _____/ Foot |
| 20 | Grout/ Bentonite Backfill | $ _____/ Foot |
| 21 | Dozer/ Clearing Cost | Cost +_____% |
| 22 | Concrete/Asphalt Patch | $ |
| 23 | Traffic Control/ Signs, Barricades, etc. | Cost +_____% |
| 24 | All Other Outside Expenses | Cost +_____% |

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**ATTACHMENT "A"**
**Engineering Laboratories-Schedule of Services and Related Fees**
**RFQ NO: 2012-003-01-04-SMA**

| NO. | DESCRIPTION | UNIT COST |
|---|---|---|
| | EQUIPMENT EXPENSE | |
| 25 | Laptop Computer Rental (w/ Printer) | $_____/Day |
| 26 | Laptop Computer Rental (w/ Printer) | $_____/Wk |
| 27 | Laptop Computer Rental (w/ Printer) | $_____/Mo. |
| 28 | Concrete Beam Breaker | $_____/Day |
| 29 | Concrete Beam Breaker | $_____/Wk |
| 30 | Concrete Beam Breaker | $_____/Mo. |
| 31 | Vacuum Extractor | $_____/Mo |
| 32 | Asphalt Thermometer (Provided w/ Technician) | NC |
| 33 | Miscellaneous Expenses | Cost + ____% |
| **TEX METHOD** | **TEST DESCRIPTION** | **UNIT COST** |
| | SOILS SECTION | |
| Tex-100-E | Surveying and Sampling Soils for Highways | $_____Hr |
| Tex-103-E | Determination of Moisture Content is Soil Material | $_____Ea |
| Tex-104-E | Determination of Liquid Limit of Soils | $_____Ea |
| Tex-105-E | Determination of Plastic Limit of Soils | $_____Ea |
| Tex-106-E | Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E | $_____Ea |
| Tex-107-E | Determination of Bar Linear Shrinkage of Soils | $_____Ea |
| Tex-108-E | Determination of Specific Gravity of Soils | $_____Ea |
| Tex-110-E | Part I Sieves thru 40<br>Part II Sieves thru 200<br>Additional Sieves | $_____Ea<br>$_____Ea<br>$_____Ea |
| Tex-111-E | Minus 200 Sieve Analysis | $_____Ea |
| Tex-113-E | Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand | $_____Ea |
| Tex-116-E | Ball Mill Method for Determination of the Disintegration of Flexible Base Material | $_____Ea |
| Tex-117-E | TRIAXIAL COMPRESSIVE TEST FOR<br>Disturbed Soils and Base materials (Part I Standard Method)<br>Disturbed Soils and Base Materials (Part II) | $_____Ea<br>$_____Ea |
| Tex-118-E | Triaxial Compression Test for Undisturbed Samples | $_____Ea |
| Tex-128-E | Determination of Soil pH | $_____Ea |
| Tex-129-E | Method of Test for the Resistivity of Soils Material | $_____Ea |
| | **HOT MIX SECTION** | |
| Tex-200-F | Sieve Analysis of Fine and Coarse Aggregates (Dry) | $_____Ea |

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| | | |
|---|---|---|
| | Sieve Analysis of Fine and Coarse Aggregates (Wet) | $_____Ea |
| Tex-201-F | Bulk Specific Gravity and Water Absorption of Aggregate | $_____Ea |
| Tex-202-F | Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve | $_____Ea |
| Tex-203-F | Sand Equivalent Test | $_____Ea |
| Tex-205-F | Laboratory Method of Mixing Bituminous Mixtures | $_____Ea |
| TEX METHOD | TEST DESCRIPTION | UNIT COST |
| Tex-206-F | Method of Compacting Test Specimens of Bituminous Mixtures | $_____Set |
| Tex-207-F | Determination of Density of Compacted Bituminous Mixtures | $_____Ea |
| Tex-208-F | Test for Stabilometer Value of Bituminous Mixtures | $_____Set |
| Tex-210-F | Determination of Asphalt Content of Bituminous Mixtures by Extraction | $_____Ea |
| Tex-212-F | Determination of Moisture Content of Bituminous Mixtures Part II | $_____Ea |
| Tex-217-F | Determination of Deleterious Material and Decantation<br>Test for Coarse Aggregate | $_____Ea<br>$_____Ea |
| Tex-224-F | Determination of Falkiness index | $_____Ea |
| Tex-227-F | Theoretical Maximum Specific Gravity of Bituminous Mixtures | $_____Ea |
| | CONCRETE SECTION | |
| Tex-401-A | Sieve Analysis of Fine and Coarse Aggregate (Dry)<br>Sieve Analysis of Fine and Coarse Aggregate (Wet) | $_____Ea<br>$_____Ea |
| Tex-402-A | Fineness Modulus of Fine Aggregate (In Conjunction with 401-A) | $_____Ea |
| Tex-403-A | Saturated Surface Dry Specific Gravity and Absorption of Aggregates | $_____Ea |
| Tex-404-A | Determination of Unit Mass (Weight) of Aggregates | $_____Ea |
| Tex-405-A | Determination of Percent Solids and Voids in Concrete Aggregate | $_____Ea |
| Tex-406-A | Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates) | $_____Ea |
| Tex-407-A | Method For Sampling Freshly Mixed Concrete (included in hourly technician rate) | $_____Ea |
| Tex-408-A | Organic Impurities in Fine Aggregate for Concrete | $_____Ea |
| Tex-409-A | Free Moisture and Water Absorption in Aggregate for Concrete | $_____Ea |
| Tex-413-A | Determination of Deleterious Materials in Mineral Aggregate | $_____Ea |

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| | | |
|---|---|---|
| Tex-415-A | Slump of Portland Cement Concrete (Included in hourly technician rate) | N/C |
| Tex-416-A | Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate) | N/C |
| Tex-420-A | Flexural Strength of Concrete (Using Simple Beam Center Point Loading) | $_____Ea |
| Tex-447-A | Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates) | $_____Ea |
| Tex-448-A | Flexural Strength of Concrete (Using Sample Beam Third Point Loading) | $_____Ea |
| Tex-460-A | Determination of Crushed Face Particle Count | $_____Ea |
| **TEX METHOD** | **TEST DESCRIPTION** | **UNIT COST** |
| ASPHALT SECTION | | |
| Tex-530-C | Effect of Water on Bituminous Paving Mixtures | $_____Ea |
| Tex-531-C | Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens | $_____Ea |
| other section | Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.) | |

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 12, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisers Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
**RFQ No: 2012-004-01-04-YZV**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

**We have updated our RFQ packet.** Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

# TABLE OF CONTENTS

**HIDALGO COUNTY**
**"Professional Appraisers Services Pool"**
(Including all funding sources, programs, and entities)

**RFQ No: 2012-004-01-04-YZV**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 8 |
| 4. | Exhibit B, Evaluation Criteria | 2 |
| 5. | Exhibit C, Insurance Requirements, | 4 |
| 6. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 7. | Exhibit E, Proposer's Affidavit | 1 |
| 8. | Vendor/Bidder Application and W-9 form | 6 |
| 9. | Certification Regarding Debarment | 1 |
| 10. | RFQ Submittal Check List | 1 |


DRAFT

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 12, 2011
Date

# REQUEST FOR QUALIFICATIONS (RFQ)

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## "Professional Appraisers Services Pool"

**RFQ NO: 2012-004-01-04-YZV**

Acceptance Due Date: **January 04, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

**1.** Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisers Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

**2.** One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2012-004-01-04-YZV"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Appraisers Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 04, 2012.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.**

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

**3.** Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

**4.** Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

**5.** For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

**6.** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

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their qualification including catalogue numbers and any necessary references.

**7.** Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

**8.** County reserves the right to accept or reject any or all qualifications.

**9.** Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

**10.** Costs are to be net F.O.B., County Prepaid.

**11.** County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**12.** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**13. DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

**14. BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisers Services Pool"**

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e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

**15. SCHEDULE OF EVENTS**

| | |
|---|---|
| **Qualification Opening, 9:30 A.M.** | **January 04, 2012** |
| Award of Contract | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

**16. HIDALGO COUNTY APPROVED HOLIDAYS**

| 2012 YEAR | |
|---|---|
| New Year's Day | 12/30/11 and 01/02/12 |
| Martin Luther King Day | 01/16/12 |
| President's Day | 02/20/12 |
| Good Friday | 04/06/12 |
| Easter | 04/09/12 |
| Memorial Day | 05/28/12 |
| Independence Day | 07/04/12 |
| Labor Day | 09/03/12 |
| Columbus Day | 10/08/12 |
| Veteran's Day | 11/12/12 |
| Thanks Giving Day | 11/22/12 and 11/23/12 |
| Christmas Day | 12/24/12 and 12/25/12 |

**17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

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- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

## 18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

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procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

**19. DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  **Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.**

  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.**

**20.** If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

**21.** Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**22.** Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

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- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**23.** Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**24.** Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**25.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

**26.** Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

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infringement, and the like, arising out of the goods or services provided by successful respondent.

**27.** Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**28.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**29.** The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**30.** Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**31.** Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)

# "Professional Appraisers Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

**Respectfully submitted,**

**Firm:** _____

**Address:** _____

**By:** _____

**Printed Name:** _____

**Title:** _____

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# EXHIBIT A

# REQUIREMENTS

# HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

## REQUEST FOR QUALIFICATIONS

## " PROFESSIONAL APPRAISERS SERVICES POOL"

**RFQ Nº 2012-004-01-04-YZV**

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2012 and ending February 08, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL APPRAISERS SERVICES POOL-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 04, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

## SECTION I -GENERAL TERMS AND CONDITIONS

### RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

### DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's

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Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**RESPONDENT DEFAULT:**
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

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**RFQ QUESTIONS AND ANSWERS:**
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 21, 2011 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 28, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

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## SECTION II -RFQ REQUIREMENTS

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

**Scope of Appraisal and/or Review Appraisal Services:**

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

**Additionally, this section should include, but not restricted to the following information:**

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

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B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
   1) Copy of current license certification with the state seal
   2) History certification from the Texas Appraiser Licensing & Certification Board.
   3) General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

**PERSONNEL AND STAFFING:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**

This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

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## PART III -SELECTION / EVALUATION

**SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

**1) *Responsiveness:*** **30 points**

a) Requested Information
b) Thoroughness
c) Understanding of Project
d) List of references provided
e) Clarity - Brevity
f) Degree of Interest

**2) *Firm Capabilities:*** **45 points**

a) Background
b) Relevant experience
c) Experience with similar projects
d) Knowledge of area
e) Timeliness of schedule
f) Quality services previously provided to Hidalgo County

g) Current workload
h) Ability to commence various re-quested projects simultaneously
i) Completion of projects within budgets

**3) *Staffing:*** **15 points**

a) Required discipline skills
b) Key personnel
c) Qualifications of personnel

**4) *Equal Opportunity Employer*** **05 points**

***5) Meets minimum Hidalgo County Insurance Requirements*** **05 points**

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:**

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

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1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2) Hidalgo County Commissioners' Court and/or an Evaluation Committee selected and/or designated by County Commissioner's Court will **review, score, and evaluate** the proposals received in response to this Hidalgo County Request for Qualifications;

3) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

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# EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
**RFQ No. 2012-004-01-04-YZV**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

**1. RESPONSIVENESS** **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

**2. FIRM CAPABILITIES** **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

**3. STAFFING** **(15) POINTS**

A. Required discipline skills
B. Key personnel
C. Qualifications of personnel

**4. EQUAL OPPORTUNITY EMPLOYER** **(05) POINTS**

**5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** **(05) POINTS**

**GRAND TOTAL** **100 Points**

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# EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
**RFQ No. 2012-004-1-04-YZV**

| Selection Criteria | Points | Score |
|---|---|---|
| 1. **RESPONSIVENESS -----** (30 pts) | | |
| ➢ Requested information | 5 | |
| ➢ Thoroughness | 5 | |
| ➢ Understanding of Project | 5 | |
| ➢ List of references provided | 5 | |
| ➢ Clarity-Brevity | 5 | |
| ➢ Degree if Interest | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| 2. **FIRM CAPABILITIES** ---- (45 pts) | | |
| ➢ Background | 5 | |
| ➢ Relevant experience | 5 | |
| ➢ Experience with similar projects | 5 | |
| ➢ Knowledge of area | 5 | |
| ➢ Timeliness of schedule | 5 | |
| ➢ Quality services previously provided to Hidalgo County | 5 | |
| ➢ Current workload | 5 | |
| ➢ Ability to commence various re-quested projects simultaneously | 5 | |
| ➢ Completion of projects within budgets | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| 3. **STAFFING--------** (15 pts) | | |
| ➢ Required discipline skills | 5 | |
| ➢ Key personnel | 5 | |
| ➢ Qualification of personnel | 5 | |
| Comments/Rationale For Points: | | **TOTAL** |
| | | |
| **4. EQUAL OPPORTUNITY EMPLOYER** ----- (05 pts) | 5 | |
| Comments/Rationale For Points: | | **TOTAL** |
| | | |
| **5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** (05 pts) | 5 | |
| Comments/Rationale For Points: | | **TOTAL** |
| **Total Score** | | |

Provider: _____

Evaluator: _____ Date: _____

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# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED (Any one person)<br>PERS & ADV INJURY<br>AL AGGREGATE<br>ODUCTS – COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AGG | $<br>$<br>$ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$<br>$<br>$ |
| | **OTHER** | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

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# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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Exhibit "D"

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of person who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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# PROPOSER'S AFFIDAVIT
# Exhibit "E"

## PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

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# HIDALGO COUNTY
# PURCHASING DEPARTMENT
## Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to:**
**Mailing/Postal Address: 2812 S. Business Hwy. 281**
**Physical Address: 2802 S. Business Hwy. 281**
**Edinburg, Texas 78539**
**or e-mail: purchasing@co.hidalgo.tx.us**

**Company Name:** **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address:** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
**State Identification No.**_____ **(Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

| **Small Business:** | **Disadvantaged Business (At Least 51% Ownership)** | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

---

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person** ▶ **Date** ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

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**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**PROFESSIONAL APPRAISERS SERVICES POOL**

**RFQ No.: 2012-004-01-04-YZV**

# RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

# TABLE OF CONTENTS

**HIDALGO COUNTY**
**"Professional Surveyors Services Pool"**
(Including all funding sources, programs, and entities)

**RFQ No: 2012-005-01-04-YZV**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 8 |
| 4. | Exhibit B, Evaluation Criteria | 2 |
| 5. | Exhibit C, Insurance Requirements, | 4 |
| 6. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 7. | Exhibit E, Proposer's Affidavit | 1 |
| 8. | Vendor/Bidder Application and W-9 form | 6 |
| 9. | Certification Regarding Debarment | 1 |
| 10. | RFQ Submittal Check List | 1 |


DRAFT

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 12, 2011
Date

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 12, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
**RFQ No: 2012-005-01-04-YZV**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

**We have updated our RFQ packet.** Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

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# REQUEST FOR QUALIFICATIONS (RFQ)

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## "Professional Surveyors Services Pool"

**RFQ NO: 2012-005-01-04-YZV**

Acceptance Due Date: **January 04, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

**1.** Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

**2.** One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2012-005-01-04-YZV-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Surveyors Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 04, 2012.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.**

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

**3.** Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

**4.** Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

**5.** For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

**6.** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

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**7.** Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

**8.** County reserves the right to accept or reject any or all qualifications.

**9.** Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

**10.** Costs are to be net F.O.B., County Prepaid.

**11.** County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**12.** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**13. DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

**14. BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code,

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item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

**15. SCHEDULE OF EVENTS**

| | |
|---|---|
| **Qualification Opening, 9:30 A.M.** | **January 04, 2012** |
| Award of Contract | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

**16. HIDALGO COUNTY APPROVED HOLIDAYS**

| 2012 YEAR | |
|---|---|
| New Year's Day | 12/30/11 and 01/02/12 |
| Martin Luther King Day | 01/16/12 |
| President's Day | 02/20/12 |
| Good Friday | 04/06/12 |
| Easter | 04/09/12 |
| Memorial Day | 05/28/12 |
| Independence Day | 07/04/12 |
| Labor Day | 09/03/12 |
| Columbus Day | 10/08/12 |
| Veteran's Day | 11/12/12 |
| Thanks Giving Day | 11/22/12 and 11/23/12 |
| Christmas Day | 12/24/12 and 12/25/12 |

**17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance~~

~~of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

## 18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is

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released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

**19. DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  **Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.**

  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.**

**20.** If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

**21.** Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**22.** Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

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- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**23.** Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**24.** Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**25.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

**26.** Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

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**27.** Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**28.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**29.** The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**30.** Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**31.** Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)

# "Professional Surveyors Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

**Respectfully submitted,**

**Firm:** _____

**Address:** _____

**By:** _____

**Printed Name:** _____

**Title:** _____

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# EXHIBIT A

# REQUIREMENTS

# HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

# REQUEST FOR QUALIFICATIONS

# " PROFESSIONAL SURVEYING SERVICES"

**RFQ № 2012-005-01-04-YZV**

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2012 and ending February 8, 2013.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 04, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

**RFQ DOCUMENT SUBMITTALS/DELIVERY**

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or

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service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**RESPONDENT DEFAULT:**
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:**
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 21, 2011 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 28, 2011.**

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**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:** All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

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## SECTION II -RFQ REQUIREMENTS

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

**SCOPE OF SURVEYING SERVICES:**

1. Property surveys, including a legal description with the preparation of six (6) hard copies.
2. Topographical survey, including establishment of survey bench mark.
3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.
4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.
5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

**Additional, this section should include, but not limited to the following information:**

a) Firm name, address, phone number and person to contact regarding the Statement of Qualification.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of in State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

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g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

**PERSONNEL AND STAFFING:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**

This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The surveyor should include copies of their Professional Liability Insurance.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

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## PART III -SELECTION / EVALUATION

**SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) .Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:** **15 points**

   a) Required discipline skills
   b) Key personnel
   c) Qualifications of personnel

4. **EQUAL OPPORTUNITY EMPLOYER** **05 points**

5. **MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** **05 points**

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:**

Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

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1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee selected and/or designated by County Commissioner's Court will **review, score, and evaluate** the proposals received in response to this Hidalgo County Request for Proposals;

3. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

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# EXHIBIT "B"

**EVALUATION CRITERIA**
**PROFESSIONAL SURVEYING SERVICES**
**RFQ No. 2012-005-01-04-YZV**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

**1. RESPONSIVENESS** **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

**2. FIRM CAPABILITIES** **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

**3. STAFFING** **(15) POINTS**

A. Required discipline skills
B. Key personnel
C. Qualifications of personnel

**4. EQUAL OPPORTUNITY EMPLOYER** **(05) POINTS**

**5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** **(05) POINTS**

**GRAND TOTAL** **100 Points**

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# EXHIBIT "B"
## EVALUATION CRITERIA
## PROFESSIONAL SURVEYING SERVICES
## RFQ No. 2012-005-01-04-YZV

| Selection Criteria | Points | Score |
|---|---|---|
| **1. RESPONSIVENESS** (30 pts) | | |
| ➢ Requested information | 5 | |
| ➢ Thoroughness | 5 | |
| ➢ Understanding of Project | 5 | |
| ➢ List of references provided | 5 | |
| ➢ Clarity-Brevity | 5 | |
| ➢ Degree if Interest | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **2. FIRM CAPABILITIES** (45 pts) | | |
| ➢ Background | 5 | |
| ➢ Relevant experience | 5 | |
| ➢ Experience with similar projects | 5 | |
| ➢ Knowledge of area | 5 | |
| ➢ Timeliness of schedule | 5 | |
| ➢ Quality services previously provided to Hidalgo County | 5 | |
| ➢ Current workload | 5 | |
| ➢ Ability to commence various re-quested projects simultaneously | 5 | |
| ➢ Completion of projects within budgets | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **3. STAFFING** (15 pts) | | |
| ➢ Required discipline skills | 5 | |
| ➢ Key personnel | 5 | |
| ➢ Qualification of personnel | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **4. EQUAL OPPORTUNITY EMPLOYER** (05 pts) | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** (05 pts) | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| **Total Score** | | |

Provider: _____

Evaluator: _____ Date: _____

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# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED (Any one person)<br>PERS & ADV INJURY<br>AL AGGREGATE<br>ODUCTS – COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AGG | $<br>$<br>$ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$<br>$<br>$ |
| | **OTHER** | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

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# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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# PROPOSER'S AFFIDAVIT
## Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTERST, AND ANTI-LOBBYING**
**FOR "CONSTRUCTION MANAGEMENT SERVICES"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

Signature/Title: _____

---

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

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# HIDALGO COUNTY
# PURCHASING DEPARTMENT
## Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to:**
**Mailing/Postal Address: 2812 S. Business Hwy. 281**
**Physical Address: 2802 S. Business Hwy. 281**
**Edinburg, Texas 78539**
**or e-mail: purchasing@co.hidalgo.tx.us**

**Company Name:** **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address:** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
**State Identification No.**_____ **(Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

| **Small Business:** | **Disadvantaged Business (At Least 51% Ownership)** | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

---

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person** ▶ **Date** ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

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**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**PROFESSIONAL SURVEYORS SERVICES POOL**

**RFQ No.: 2012-005-01-04-YZV**

# RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

DRAFT

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 12, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Construction Management Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
**RFQ No: 2012-006-01-04-YSI**

draft

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

**We have updated our RFQ packet.** Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

# TABLE OF CONTENTS

HIDALGO COUNTY
"Construction Management Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-006-01-04-YSI


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 13 |
| 4. | Exhibit B, Evaluation Criteria | 3 |
| 5. | Exhibit C, Insurance Requirements, | 4 |
| 6. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 7. | Exhibit E, Proposer's Affidavit | 1 |
| 8. | Vendor/Bidder Application and W-9 form | 6 |
| 9. | Certification Regarding Debarment | 1 |
| 10. | RFQ Submittal Check List | 1 |


draft

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 12, 2011
Date

# REQUEST FOR QUALIFICATIONS (RFQ)

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## "Construction Management Services Pool"

**RFQ NO: 2012-006-01-04-YSI**

Acceptance Due Date: **January 04, 2012**

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Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yvette S. Islas, Buyer III
(956) 292-7000 Ext. 4874
moises.salazar@co.hidalgo.tx.us

**1.** Sealed qualifications will be received for HIDALGO COUNTY (Including all funding sources, programs, and entities) **"Construction Management Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

**2.** One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ – 2012-006-01-04-YSI-HIDALGO COUNTY (Including all funding sources, programs, and entities) "Construction Management Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 04, 2012.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.**

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

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**3.** Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

**4.** Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

**5.** For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

**6.** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

**7.** Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

**8.** County reserves the right to accept or reject any or all qualifications.

**9.** Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

**10.** Costs are to be net F.O.B., County Prepaid.

**11.** County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**12.** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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**13. DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

**14. BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) "Construction Management Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

**15. SCHEDULE OF EVENTS**

| | |
|---|---|
| **Qualification Opening, 9:30 A.M.** | **January 04, 2012** |
| Award of Contract | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

**16. HIDALGO COUNTY APPROVED HOLIDAYS**

| 2012 YEAR | |
|---|---|
| New Year's Day | 12/30/11 and 01/02/12 |
| Martin Luther King Day | 01/16/12 |
| President's Day | 02/20/12 |
| Good Friday | 04/06/12 |
| Easter | 04/09/12 |
| Memorial Day | 05/28/12 |
| Independence Day | 07/04/12 |
| Labor Day | 09/03/12 |
| Columbus Day | 10/08/12 |
| Veteran's Day | 11/12/12 |
| Thanks Giving Day | 11/22/12 and 11/23/12 |
| Christmas Day | 12/24/12 and 12/25/12 |

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**17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds~~

~~$50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

**18. ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into.

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Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

**19. DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  **Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.**

  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.**

**20.** If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

**21.** Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**22.** Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

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- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**23.** Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**24.** Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**25.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

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**26.** Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

**27.** Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**28.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**29.** The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**30.** Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**31.** Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Qualification
for
**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)

**"Construction Management Services Pool"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

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Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

**Respectfully submitted,**

**Firm:** _____

**Address:** _____

**By:** _____

**Printed Name:** _____

**Title:** _____

# EXHIBIT A

# REQUIREMENTS

# HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## REQUEST FOR QUALIFICATIONS

## CONSTRUCTION MANAGEMENT SERVICES POOL

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**RFQ No.: 2012-006-01-04-YSI**

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered firms/individuals in order to establish a pre-qualified pool of Construction Management Services Pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool will be for a period starting from **February 09, 2012** through **February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of **"Construction Management Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 04, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

# *SECTION I -GENERAL TERMS AND CONDITIONS*

## RFQ DOCUMENT SUBMITTAL/DELIVERY:

A total of **one (1) original and seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their responses, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

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**Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

## DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any CM, person, consultant of contractor considering doing business with Hidalgo County ("the

County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the vendor must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:** Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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**NON-DISCRIMINATION:** Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:** Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the Respondent's ability.

**RESPONDENT DEFAULT:** Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:** Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 21, 2011 at 5:00**

**p.m. Responses will be sent to all applicants by Wednesday, December 28, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:** In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

**WAIVING OF INFORMALITIES:** Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:** The term of the pool will be for a period of one (1) year or upon completion of project(s) unless project specific for more than one year.

**DAVIS BACON ACT:** Construction Manager (CM) when required by County will be responsible to monitor and enforce the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with funding for construction that contain similar minimum wage provisions.

## *SECTION II -RFQ REQUIREMENTS*

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**REQUEST FOR QUALIFICATIONS:** The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. *To be considered for evaluation, respondents must complete and submit all documents as requested in the RFQ Check List.*

**UNDERSTANDING OF THE PROJECT:** This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:** The selected professional Construction Manager will act as County's advocate and represent the County in managing the construction process including: pre-construction phases, contract administration, inspection, quality control, document control, schedule, cost management and project close out phases. The County of Hidalgo is seeking to contract with competent Contract Management firm(s), registered to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Preconstruction Services
- Pre-Design and Design Phases Services
- Procurement Phase Services
- Federal, State and County-funded construction projects
- Construction Phase Services
- Projects located in this general region of the state
- Close Out Phase Services

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed

projects should be provided. This project list is limited to 5 pages.

**PERSONNEL AND STAFFING:** The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:** This section will contain any licenses and certifications as required by HIDALGO COUNTY and/or pertinent to the services to be provided. The participating firm(s) may include copies of their current Professional Liability Insurance. (Refer to Exhibit C.) An affirmative statement should be included that the firm and assigned professional management staffs are properly registered to practice in the state of Texas.

**SCOPE OF SERVICES:**

Construction Manager (CM) is to serve as the Construction Project Management representative for Hidalgo County and to oversight of the construction process, from pre-construction through project close-out, utilizing full-time representation on site.

CM, as Hidalgo County's Representative, will be authorized to issue and receive notices, correspondence and other communications, to meet with contracting parties and to in general represent the interests of Hidalgo County.

A. PROJECT APPROACH:

CM will represent Hidalgo County in the completion of the pre-construction process, oversee construction of projects and oversee the project close-out process. This representation will be conducted by a full time representative on site and will commence with the development of a Construction / Project Management Plan specifically tailored for the project.

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- Construction/project management plan development

CM will work with Hidalgo County representatives to develop a Construction/Project Management Plan, which shall define and document all project requirements in narrative form. This document will serve to outline the scope of work of each of the team members and the plans and strategies for fulfilling those requirements.

During the development of the Project Management Plan, CM will develop a Master Schedule incorporating any current schedules developed by Hidalgo County and/or project architects/engineers. Once finalized and approved by Hidalgo County representatives, the schedule will serve as the road map for construction, FF&E procurement and project close-out activities. Once the contractor has been selected, the Master Schedule will be updated to reflect major activities included in the more detailed construction schedule.

- Master Project Budget Development

In addition to developing the Master Schedule, CM will propose to develop a Master Project Budget, which will include all existing budgets prepared by Hidalgo County and/or project architects/engineers. This Project Budget will be utilized to track costs for all components of the project including, but not limited to: design fees, construction costs, FF&E costs, etc. CM will also perform a detailed analysis of the construction budget to better understand the anticipated costs, which will enable the County to be prepared for the bidding / buyout process.

- Basic Components of Project Management Plan

In addition to the Master Schedule and Project Budget, the following basic components of The Project

Management Plan will be included but not limited in the plan and updated throughout the course of the project:

- Bid Packaging/Contracting Strategy
- Construction Management
- FF&E Procurement, Handling and Installation
- Facility Startup
- Project Closeout

B. PRE-CONSTRUCTION PHASE

- General Duties:
  - **Site Investigations**

Prior to design, the CM will learn the about the conditions at the site. This would include but not limited to the following:

- Existing conditions assessment – (review existing in the field)
- Site investigations: Need for fill clearing and/or grubbing
- Access to the site
- Amount of lay down area available
- Utility availability and routes into site
- Constraints (railroad locations, adjacent schools, noise, etc…)
- Note surface conditions

o CM will obtain all available existing plots and plans of the areas to obtain Information that will include:

- Size of the Site
- Existing structures
- Existing roads and rights-of- away
- Easements

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- **Site Visit**

o Visiting the site is critical to a successful project and therefore program. Verifying existing conditions to ensure no hidden or differing site conditions exist will help to minimize costly changes in the future. CM will investigate the area and conditions around the site that could affect the work. During the site the following will be investigated but not limited to the following:

- Traffic studies for getting deliveries to the site
- Utilities (Gas, water, electric, telephone, sewer, storm drain, etc…)
- Neighborhoods affected (Who, What, When , and How we can affect the area)

- Design:

It is understood the design documents will be completed by project architects/engineers and are to be approved by Hidalgo County Commissioners' Court. CM is to assist the Project Team in finalizing and obtaining all required permits from the regulatory agencies, which includes all state, county, and local approvals. CM will develop a project management plan. The plan will consist of the following.

- Cost estimating
- Cost budgeting
- Cost control.

- Contractor Bid Solicitation and Selection

CM will work in conjunction with Hidalgo County and project architects/engineers to order to solicit, review and select the contractor. This will include assistance in the development of the bid packages, conducting any

required pre-bid meetings, review of bid documents/proposals and the selection of the proposed contractor.

- Bid and Award

CM is to be involved with the bidding and award process including assistance in the preparation, issuance and execution of the various construction related contracts.

- Pre-Construction Conference

Once a contractor has been selected, CM will organize and conduct a pre-construction conference. The agenda will cover site organization, communications, correspondence, submittals, meetings, requisitions, change orders and schedule. This conference will include all project stakeholders including Hidalgo County representatives, architects/engineers (including their design consultants) and the contractor. A positive, pre-construction kick-off conference between all project stakeholders greatly increases the success of the project.

- Permits and Insurance

CM will confirm that all applicable permits have been applied for and issued and verify that insurance certificates have been filed as required prior to initiation of the work. In addition, CM will issue the Notice of Award and Notice to Proceed on behalf of Hidalgo County.

C. CONSTRUCTION PHASE

- General Duties

CM will operate as the Hidalgo County Representative in overseeing the day to day construction activities of all prime construction contracts to Hidalgo County. CM shall work to ensure all consultants and construction firms, as well as any third party CMs, required for the project fulfills their responsibilities to Hidalgo County.

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- Construction Administration Procedures

CM will establish and maintain construction administration procedures. All communications between various members of the Project Team and the contractor(s) will be through the County's Contract Manager. These procedures will be detailed in the Project Management Plan.

- Field Reports

Construction Manager will ensure the contractor prepares a daily log of all project activity to include:

- Weather
- Contractor(s) manpower
- Contractor(s) equipment
- Material/equipment deliveries
- General description of work performed and location
- Issues and areas of concern or critical to job progress

- Monthly Progress Reports

Each month, CM will prepare a monthly report outlining the activities of the preceding month. The initial development of the report will occur in conjunction with Hidalgo County to ensure all required information is included. At a minimum, project will include the following information required by Hidalgo County:

- Updated program information
- Updated project information
- Updated budget information
- Updated schedule information
- Progress photos

- Progress Photo's:

Construction Manager will take and maintain a progress photo catalog on behalf of Hidalgo County. Each month, a disk of progress photos will be included in the Monthly Progress report. At the completion of the project, all photos will be transferred to Hidalgo County via the county's preferred method (i.e. disk, external hard drive, etc.).

- Project Progress Meetings

CM will organize, conduct, and document progress meetings involving the project architect/engineers, the contractor's principal personnel, and as required, Hidalgo County. Included in these meetings will be topics covering schedule, budget, quality control, submittals/shop drawings, etc.

- Schedule Review

CM will establish the documented procedure for tracking the construction schedule and all updates. It is anticipated that the contractor will provide weekly updates to the schedule during the project progress meetings; however, we also understand there will be a need to participate in stand-alone scheduling meetings. In addition to the weekly update schedules, CM will require the contractor to provide look-ahead schedules in order to ascertain activities that need Hidalgo County and/or architect/engineer involvement. These procedures will be included in the Project Procedures Manual and will tie closely with the Master Schedule.

- Change Order Review

CM will establish the documented procedure for initiating, negotiating, recommending approval to County and tracking contract change orders. These procedures will be included in the Project Procedures Manual and will tie closely with the Project Budget. In addition, CM will incorporate cost and schedule impact from change orders into the project cost reports and the project construction schedule.

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- Quality Control

CM will monitor the terms of the contract with the General Contractor and expect project architect/engineer will monitor contractor compliance with the Construction Documents and the quality level expected for the project. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. CM will work with architects to assist in monitoring the quality of the work being performed and ensure the contractor maintains the quality expected as well provide any corrective action required for any identified deficiencies. In addition to the contractor, CM will monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing, on-site testing, etc. CM will develop monitoring and tracking procedures to be followed by all testing inspection consultants and will require results be provided on a weekly, or daily if needed, basis. Project architects and their consultants will be involved as required and any deficiencies will be corrected under the direction of the contractor with oversight by project architect, their consultants and/or CM.

- Safety and Health

CM will ensure that an accident-free and comfortable work environment is observed by eliminating recognized hazards from the workplace. CM health and safety program, and specific individual programs, have been developed to assure compliance with federal, state, and local regulations with particular emphasis on the Occupational Health and Safety Rules and Regulations that apply to our operations.

- Submittal / Shop Drawing Control

CM will work with project architects to establish a submittal / shop drawings process and tracking spreadsheet, which will then be monitored each week. The process will ensure both the contractor and project architects (and their consultants if required) are following the contractual timelines for submission and review of submittals / shop drawings as well as track when the equipment, materials, etc. are to arrive on site. CM will act as an intermediary between the design consultants and the contractor when required to ensure the project proceeds as

required for the schedule. The most common culprit to delaying the submittal / shop drawing process is the contractor's lack of a proper review before submission; therefore, CM will work with the contractor to ensure the proper review occurs and develop plans for rectifying any re-occurring review issues.

- Payment Application Review

CM will develop a two-step process for the review and approval of the contractor payment applications:

• Step One - During the final week of each month, CM will conduct a payment application review meeting to include architects and the contractors for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.

• Step Two – A second meeting will be held with the contractor to review the corrected payment application. If acceptable, CM will recommend approval to the project architects and Hidalgo County. If changes need to occur, CM will work with the contractor to get all changes made as soon as possible for acceptance.

- Record Drawings

CM will monitor the preparation of record drawings by the contractor(s) during the course of the work. Those dedicated marked-up construction drawings and specifications will be received at the completion of construction and transmitted to Hidalgo County.

- Substantial Completion/Final Completion

CM will manage the issue of certificates of substantial completion to all prime contracts, and the process of closing out contracts financially and with respect to all requirements of the contract drawings and specifications.

draft

D. PROJECT CLOSE-OUT PHASE

Close-out Procedures

CM will coordinate all project closeout procedures. When the work is completed, all documents will be organized and transmitted to Hidalgo County, including record drawings, Operations & Maintenance data, warranties and guarantees and lien waivers.

- Occupancy Permits

CM will monitor the final inspections by the applicable regulatory agencies and coordinate the required occupancy permits.

- Operations & Maintenance Manuals and Training

CM will receive and log for transmittal to the Hidalgo County all required Operations and Maintenance data.

- Warranties/Guarantees

CM will work with project architects and contractors to ensure receipt of and then assemble for transmittal to Hidalgo County all applicable warranties and guarantees.

- Final Report

CM will prepare a final project report inclusive of all close-out documentation, progress photos, etc.

- Final Payment

CM, with input from project architects, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims or liens. Once CM, together with the architect, is satisfied that all contractual obligations have been

complied with, CM will recommend approval and submit to Hidalgo County the final pay request.

**Additionally, Statements of Qualifications should include, but not limited to the following information:**

1) Firm name, address, phone number and person to contact regarding the Statement of Qualifications.
2) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

- Copy of current applicable registrations/certifications that qualifies the firm to provide
- Construction Management Services.
- List of projects performed for Counties, Municipal Entities, State within the last five years.
- General list of construction projects within the past year.
- List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- Ability to commence services immediately after successfully negotiating a contract for services.
- Familiarity with the geographical area.
- Statement regarding an Affirmative Action Program.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:** The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

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# *SECTION III -SELECTION / EVALUATION*

**SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

**1. Professional Qualifications of Team (25)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

**2. Experience of Project Team/Ability to Commit Resources (25)**

In addition to the Construction Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. Response shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

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**3. Experience/Availability of Construction Manager (20)**

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be a professional registered to do business in the State of Texas; the Construction manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

**4. Understanding of Project (20)**

The statement of qualifications shall include the following:

1) Demonstrate an understanding of the scope of services
2) Address appropriate Federal/State/Local regulations and policies
3) Identify information to be gathered or obtained.

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

**5. Familiarity with Applicable Rules and Regulations (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Construction Manager, in addition to the minimum qualifications.

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**STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:**

Once a Project has been identified and it is determined that Construction Management Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Construction Management Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee will **review, score, and evaluate** the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

3. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will

recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

**1. Professional Qualifications of Firm (25)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

**2. Experience of Project Firm/Ability to Commit Resources (25)**

In addition to the Construction Manager and the Professional Firm Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. Response shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

draft

**3. Experience/Availability of Construction Manager (20)**

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be a professional registered to do business in the State of Texas; the Construction Manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction Manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction Manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

**4. Understanding of Project (20)**

The statement of qualifications shall include the following:

1) Demonstrate an understanding of the scope of services

2) Address appropriate Federal/State/Local regulations and policies
3) Identify information to be gathered or obtained

Responsiveness to RFQ:

* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

**5. Familiarity with Applicable Rules and Regulations (10)**

The RFQ should indicate through past experience of the proposed Firm that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Construction Manager, in addition to the minimum qualifications.

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# EVALUATION CRITERIA
# EXHIBIT "B"
# CONSTRUCTION MANAGEMENT SERVICES
# RFQ No. 2012-006-01-04-YSI

***EXAMPLE***

| Selection Criteria | Points | Score |
|---|---|---|
| **1. Firm's Qualifications** (25 pts)<br>➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract) | 10 | |
| ➢ Provide information on proposed professional Firm experience | 5 | |
| ➢ Educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area). | 10 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **2. Firm's Experience of Project** (25 pts)<br>➢ Designate management structure with Resumes of the key technical staff members in an appendix form | 5 | |
| ➢ Identifying the project composition, project leadership, reporting responsibilities | 10 | |
| ➢ Technical staff member with experience. | 10 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **3. Availability & Experience of Construction Manager** (20 pts)<br>➢ The Construction Manager must have adequate experience in similar nature and scope | 5 | |
| ➢ Must be a Professional Construction Management registered in the State of Texas and must be included in Appendix | 5 | |
| ➢ Construction Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project | 10 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **4. Understanding of Project** (20 pts)<br>➢ Demonstrate an understanding of the scope of services | 5 | |
| ➢ Address appropriate Federal/ State/ Local regulations and policies, Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | |
| ➢ RFQ responsiveness, Response is clear, well organized, east to evaluate, and appropriate to this RFQ | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| **5. Familiarity with Applicable Rules and Regulations** (10 pts)<br>➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | |
| ➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies | 5 | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| **Total Score** | | |

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Provider: SAMPLE

Evaluator: _____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED (Any one person)<br>PERS & ADV INJURY<br>AL AGGREGATE<br>ODUCTS – COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AGG | $<br>$<br>$ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$<br>$<br>$ |
| | **OTHER** | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

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_____ _____
Authorized Representative Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## THIS FORM MUST ACCOMPANY YOUR PACKET

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

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_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of person who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

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This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# PROPOSER'S AFFIDAVIT
# Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTERST, AND ANTI-LOBBYING**
**FOR "CONSTRUCTION MANAGEMENT SERVICES"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

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---

Signature/Title: _____

---

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Proposer/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

**Company Name**: **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address :** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
**State Identification No.**_____ **(Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.** _____

**State of Incorporation:** _____ **Date:**_____ **Other**: _____

**Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:**

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

**Disadvantaged Business (At Least 51% Ownership)**

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

**Have you been certified as a HUB or an MBE/WBE source?:** Yes No

**Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** Yes No

**What type of product(s) is/are solicited by your company?:** _____

**Would you like to be provided with specifications for procurements of such products?:** Yes No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**_____

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

draft

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

draft

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

**Social security number**
___ ___ ___ – ___ ___ – ___ ___ ___ ___

**or**

**Employer identification number**
___ ___ – ___ ___ ___ ___ ___ ___ ___

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

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Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**CONSTRUCTION MANAGEMENT SERVICES POOL**

**RFQ No.: 2012-006-01-04-YSI**

# RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

draft

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" - Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, Seven (7) Copies, and Two (2) CD's containing a complete copy of Response.

(c) This section does not prohibit a county from rejecting all bids.

Added by Acts 2005, 79th Leg., ch. 1299, § 1, eff. Sept. 1, 2005.

### § 262.0275. Safety Record of Bidder Considered

In determining who is a responsible bidder, the commissioners court may take into account the safety record of the bidder, of the firm, corporation, partnership, or institution represented by the bidder, or of anyone acting for such a firm, corporation, partnership, or institution if:

(1) the commissioners court has adopted a written definition and criteria for accurately determining the safety record of a bidder;

(2) the governing body has given notice to prospective bidders in the bid specifications that the safety record of a bidder may be considered in determining the responsibility of the bidder; and

(3) the determinations are not arbitrary and capricious.

Added by Acts 1989, 71st Leg., ch. 1, § 58(c), eff. Aug. 28, 1989.

### § 262.0276. Contract With Person Indebted to County

(a) By an order adopted and entered in the minutes of the commissioners court and after notice is published in a newspaper of general circulation in the county, the commissioners court may adopt rules permitting the county to refuse to enter into a contract or other transaction with a person indebted to the county.

(b) It is not a violation of this subchapter for a county, under rules adopted under Subsection (a), to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the county.

(c) In this section, "person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the county requiring approval by the commissioners court.

Added by Acts 2003, 78th Leg., ch. 156, § 2, eff. Sept. 1, 2003.

### § 262.028. Lump-Sum or Unit Price Method

A purchase may be proposed on a lump-sum or unit price basis. If the county chooses to use unit pricing in its notice, the information furnished bidders must specify the approximate quantities estimated on the best available information, but the compensation paid the bidder must be based on the actual quantities purchased.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

### § 262.029. Time Warrant Election

If before the date tentatively set for the authorization of the issuance of time warrants applying to a contract covered by this subchapter or if before that authorization a petition signed by at least five percent of the registered voters of the county is filed with the county clerk protesting the issuance of the time warrants, the county may not issue the time warrants unless the issuance is approved at an election ordered and conducted in the manner provided for county bond elections under Chapter 1251, Government Code.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 2001, 77th Leg., ch. 1420, § 8.291, eff. Sept. 1, 2001.

### § 262.0295. Alternative Multistep Competitive Proposal Procedure

(a)(1) If the county official who makes purchases for the county determines that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, the official shall notify the commissioners court of such determination.

(2) Upon a finding by the commissioners court that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, after a notification of such determination by the county official who makes purchases for the county, the county official who makes purchases for the county may use the multistep competitive proposal procedure provided by this section.

(3) This section applies only to a county with a population of 125,000 or more.

(b) Quotations must be solicited through a request for proposals. Public notice for the request for proposals must be made in the same manner as provided in the competitive bidding procedure, except that the notice may include a general description of the item to be purchased, instead of the specifications describing the item or a statement of where the specifications may be obtained, and may request the submission of unpriced proposals.

(c) On the date specified in the notice, the county official shall open the proposals and, within seven days

**AI-29844** **19. B. 1.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Commissioner Joel Quintanilla **Submitted By:** Noe Montes, COMM. PCT. #1

**Department:** COMM. PCT. #1

## Information

### CAPTION

Acceptance and approval of Work Authorization #3 in the amount of $1,687,570.00 for Right Away Acquisition Services in support of TxDOT's Construction of the FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83 with L & G Consulting Engineers in connection with Contract C-08-417-12-09.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Funding for this WA to be identified at a later date. DBM is currently working on identifying funding for this project.

## Attachments

L & G Work Auth #3

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/23/2011 01:13 PM |
| Budget & Management | Merlen P. Munoz | 11/23/2011 01:16 PM |
| Ivan Cantu | Ivan Cantu | 11/23/2011 01:33 PM |
| Auditor's Office | Angela Garcia | 11/23/2011 01:38 PM |

Form Started By: Noe Montes Started On: 11/23/2011 11:03 AM

Final Approval Date: 11/23/2011

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-08-417-12-09
## Work Authorization Form

# WORK AUTHORIZATION NO. 3

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and **L&G Consulting Engineers, Inc.** *d/b/a* **L&G Engineering,** professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

### PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required to complete the Right-of-Way Acquisition Services in support of TxDOT's Construction of the FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83.**

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

### PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$1,687,570**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D".***

### PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5, 6, 7 of the Agreement.

### PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

### PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

### PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, **Joel Quintanilla.** as to content and detail of this Work Authorization No. 3.

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT NO. 1**

_____
Joel Quintanilla, County Commissioner

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE ENGINEER:
**L&G ENGINEERING**

_____
Jacinto Garza, P.E., President

THE OWNER:
**HIDALGO COUNTY**

_____
Ramon Garcia, Hidalgo County Judge

Atlas & Hall, LLP.

_____
Steven L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

**LIST OF EXHIBITS**

EXHIBIT "A" - Service to be provided by the Owner
EXHIBIT "B" - Services to be provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

# EXHIBIT "A"

**Services to be provided by the Hidalgo County Precinct #1**

1. Hidalgo County Precinct #1 will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The Hidalgo County Precinct #1 will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

3. Hidalgo County Precinct #1 will process all acceptable requests for payment in a timely manner.

## GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

## PROJECT DESCRIPTION

The services designated herein as "Services Provided by the Engineer" shall include the performance of all engineering services for the following described facility:

County/City: Hidalgo County

Control: 0863-01-047, etc.

Project/Description: Right-of-Way Acquisition Services for FM 493 South

Length: 6.5 Miles

Highway: FM 493

Limits: US 281 (Military Highway) North 6.65 Miles to Business 83

**Existing Facility**

**Project Classification**

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 For All Tasks)

**NOTES**

## *FC 600* – ACQUISITION PROVIDER SERVICES

(Services to be provided by L&G Engineering)

### 1) Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with County personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of County or TxDOT facilities
      (2) Open during normal County and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

### 2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to County of Hidalgo. Written approval by the County required for any exception.

**3) Appraisal**

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

**4) Appraisal Review**

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

**5) Appraisal Updates**

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Hidalgo.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

**6) Negotiation, Tasks, and Fees**

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

**7) Closing Service Fees**

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

**8) Relocation Assistance Services**

1) There are an estimated 12 relocations or displacements for this contract and L&G will provide relocation advisory services as needed. L&G will provide support to TxDOT in order for TxDOT to accomplish this task.

2) L&G will provide advisory services to business displacements and provide support to TxDOT to accomplish this task.

3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement.

**9) Condemnation Support**

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
   iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
   iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.
   v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
   vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
   vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.
   viii) Upon assignment of a court, the County Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
   ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
   x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.
   xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
   xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
   xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.

xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by County Attorney)
i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo clerk's office.
ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the City, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.
vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the County Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

**10) Payment Schedule**

1) Project Administration
a) Payment and Milestones
i) Full Project Office
(1) Lump Sum Basis (assume 1 year project presence)
(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
(3) Remainder paid out in equal monthly installments of 15% starting the following month.
(4) Monthly billing to Hidalgo County PCT #1 will be required.

2) Title Services
a) Payment
i) Per Parcel basis.
b) Milestones
i) 100% upon securing initial title commitment.
c) Title Policy to be paid by County.

3) Appraisal Services
a) Payment
i) Per Parcel Basis
b) Milestones
i) 100% paid upon delivery of complete and acceptable appraisal report

4) Appraisal Review
a) Payment
i) Per Parcel Basis

b) Milestones
   i) 100% upon submission of ROW-A-10

5) Appraisal Update
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 100% upon delivery of complete and acceptable appraisal update.

6) Negotiation, Task, and Fees
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 60% upon presentation of initial offer.
      ii) 25% upon presentation of final offer or acceptable payment submission with clear title or confirmation that title will be clear by closing.
      iii) 15% upon recordation of all instruments.

7) Closing Service Fees
   a) Payment
      i) Per Parcel Basis
   b) Milestones
      i) 90% upon recordation of instrument of conveyance.
      ii) 10% upon issuance of title policy or alternative method acceptable by TxDOT.

# EXHIBIT "D"

## FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

**FM 493**

**Limits: From Champion Street to US 281**

**CSJ:0863-01-057**

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Attachment D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 1- on a percent complete basis as approved by Hidalgo County Pct. 1.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Pct. 1. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

**RIGHT-OF-WAY ACQUISITION SERVICES**

| Estimated Number of Parcels | Project Admin (Per Parcel) | Title Services Per Parcel | Appraisal Services Per Parcel | Appraisal Review Per Parcel | Appraisal Update | Negotiation Fees Per Parcel | Closing Services Per Parcel | **Relocation (Residential/ Business) | Grand Total of Task |
|---|---|---|---|---|---|---|---|---|---|
| 130 | $5,095.00 | $600.00 | $2,700.00 | $800.00 | | $3,500.00 | $200.00 | | |
| **Sub Total of Tasks** | $662,350.00 | $78,000.00 | $351,000.00 | $104,000.00 | $3,500.00 * | $455,000.00 | $26,000.00 | $6,000.00 | **$1,685,850.00** |

(*) Appraisal Updates estimated at 5% of 130 parcels (7) at $500.00 each.
(**) Relocation assistance cost for residential displacement.
•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

| **L&G Engineering Direct Expenses** | **Unit** | **Rate** | **Qty** | **Total** | |
|---|---|---|---|---|---|
| Auto Mileage | MI | $0.55 | 2800 | $1,540 | |
| Reproduction Costs | EA | $0.20 | 900 | $180 | |
| **Total Direct Expenses** | | | | **$1,720** | |
| **TOTAL L & G ENGINEERING PROJECT COSTS** | | | | | **$1,687,570.00** |

Client: Hidalgo County

**EXHIBIT C**
**WORK SCHEDULE**
**FM 493 SOUTH**
**FROM US 281, North to Business 83**

| TASK AND DESCRIPTION | FIRM | 2011 | | | | | | | 2012 | | | | | | | | | | | | 2013 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR |
| **Environmental** | | | | | | | | | | | | | | | | | | | | | | | | |
| Revisions as per ENV comments | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Agency Coordination | TXDOT | | | | | | | | | | | | | | | | | | | | | | | |
| FHWA Review/Revisons | TXDOT | | | | | | | | | | | | | | | | | | | | | | | |
| Afford an Opportunity for Public Hearing | TXDOT | | | | | | | | | | | | | | | | | | | | | | | |
| Fonsi | TXDOT | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Release of ROW | TXDOT | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW Map** | | | | | | | | | | | | | | | | | | | | | | | | |
| Complete 90% ROW Map | JES/G&M | | | | | | | | | | | | | | | | | | | | | | | |
| L&G Review | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Submit Final ROW Map | JES/G&M | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Approval Process | TxDOT | | | | | | | | | | | | | | | | | | | | | | | |
| **PS&E** | | | | | | | | | | | | | | | | | | | | | | | | |
| Turn in 90% Plan Submittal | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Review Plan Submittal | TXDOT | | | | | | | | | | | | | | | | | | | | | | | |
| Turn In 100% Mylars | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW Acquisition For Entire Project** | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Administration | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitments | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Review Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Update Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Approved Values by TXDOT | TXDOT | | | | | | | | | | | | | | | | | | | | | | | |
| Acquisition Negotiation Offers | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Title Curative Process | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitment Updates | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Payments for Parcels | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Condemnation Support Process | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Eminent Domain Proceedings by COUNTY | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Title Insurance Policies - Negotiations/ED | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| Consummation of Outstanding Cases | L&G | | | | | | | | | | | | | | | | | | | | | | | |
| **Construction Letting** | | | | | | | | | | | | | | | | | | | | | | | | |
| Let Project | TxDOT | | | | | | | | | | | | | | | | | | | | | | | |

4:26 PM9/28/2011

**AI-29965** **19. B. 2.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Approval of request of the following Work Authorizations as submitted by L & G Engineering Laboratory, LLC for Hidalgo County Precinct One through Contract #C-11-289-11-15 as further detailed:

a. Work Authorization No. 1-$25,365.96 for "Geotechnical Engineering Services and Flexible Pavement Design For Mile 17 N. Roadway Rehabilitation and Widening" Project.

b. Work Authorization No. 2-$8,586.68 for "Construction Materials Testing Services For Mile 17 North Road (between FM 1015 & Mile 4½)" Project.

### BACKGROUND

Requisition #206882 has been submitted for WA#1 and Requisition #206881 has been submitted for WA#2.

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1342-431-00-121-085-0-731

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Req. #206882 for WA #1 for L & G Engineering-Amount available as of 12-2-11 $25,365.96
Req #206881 for WA #2 for L & G Engineering-Amount available as of 12-2-11 $8,586.68

## Attachments

Work Authorization #1

Work Authorization #2

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/02/2011 11:17 AM |
| Budget & Management | Merlen P. Munoz | 12/02/2011 11:28 AM |
| Ivan Cantu | Ivan Cantu | 12/02/2011 01:04 PM |
| Auditor's Office | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Vangie Garcia Started On: 12/01/2011 02:33 PM

Final Approval Date: 12/02/2011

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-11-289-11-15
## Work Authorization Form

# WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Geotechnical Engineering Services and Flexible Pavement Design for Mile 17 N. Roadway Rehabilitation and Widening Project in Hidalgo County Precinct No. One (1)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$25,365.96**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source:
Account No. 1-1342-431-00-121-085-0-731
Requisition Number 206442 **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Joel Quintanilla as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

**ATTACHMENT "A"**

## Scope of Services (Owner)

***PROJECT:*** **Mile 17 N. Roadway Rehabilitation and Widening Project**
**Limits: from 0.5 Mi. West of FM 3071 to FM 1015**
**in Hidalgo County Precinct No. One (1)**

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Geotechnical Engineering Documents, Plans and Specifications** for the **Mile 17 N. Roadway Rehabilitation and Widening Project.**

**ATTACHMENT "B"**
## Scope of Services (Engineer)

***PROJECT*: Mile 17 N. Roadway Rehabilitation and Widening Project**
**Limits: from 0.5 Mi. West of FM 3071 to FM 1015**
**in Hidalgo County Precinct No. One (1)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Professional Geotechnical Engineering Services.**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Geotechnical Engineering Services***

**Geotechnical Drilling Services**

**L&G Engineering** will provide drilling services for **Hidalgo County Pct. No. 1**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location

of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

**Engineering Services**

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

**Hidalgo County Pct. No. 1** will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

**Hidalgo County Pct. No. 1** will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

**Schedule**

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

## ATTACHMENT "C"
## Work Schedule

*PROJECT:* **Mile 17 N. Roadway Rehabilitation and Widening Project**
**Limits: from 0.5 Mi. West of FM 3071 to FM 1015**
**in Hidalgo County Precinct No. One (1)**

*Work Schedule*

**L&G Engineering Laboratory** will provide **Hidalgo County Pct. # 1** with **Professional Geotechnical Engineering Services and Flexible Pavement Design** as outlined in **Contract Agreement C-11-289-11-15.**

**ATTACHMENT "D"**

## Cost Proposal

*PROJECT*: **Mile 17 N. Roadway Rehabilitation and Widening Project**
**Limits: from 0.5 Mi. West of FM 3071 to FM 1015**
**in Hidalgo County Precinct No. One (1)**

**See Attached**

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

November 29, 2011

Commissioner Joel Quintanilla
Attn: Mr. Noe Montes
County of Hidalgo, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

**RE: Proposal for Geotechnical Engineering Services and Flexible Pavement Design**
**Hidalgo Co. Pct. 1 – Mile 17 N. Roadway Rehabilitation and Widening Project**
**Limits: from 0.5 Mi. West of FM 3071 to FM 1015**

**L&G Engineering Laboratory, LLC (L&G)** is pleased to submit this cost proposal to provide Geotechnical Engineering Services and Flexible Pavement Design for the above referenced project. We are presenting this letter and cost estimate to confirm our understanding of this project and providing a description of the tasks to be performed. The broad objectives of our study will be to determine subsurface conditions for use by others in completing the design of the above referenced project located in Hidalgo County, TX. Described in this proposal are:

- Our understanding of pertinent project characteristics
- Our proposed scope for field and laboratory study
- Our proposed scope for engineering evaluation and reporting
- Our tentative project schedule
- Our project lump sum fee

***Drilling and Miscellaneous Field Services***

Based on the location map (or general directive) provided to **L&G Engineering Laboratory, LLC,** we are proposing the drilling and sampling of subsurface materials within the project limits as follows:

- Pavement Borings
  - Nine (9) Borings to a drilled to a depth of approximately ten (10) feet below top of existing natural ground at boring locations (Boring Locations evenly spaced throughout project site)

- Existing Pavement Section (Salvaged Base and ACP) Extraction Locations
  - Three (3) Locations will be extracted for testing of the salvaged base and asphalt concrete pavement testing for potential usage as flexible base and recycled asphalt pavement (RAP) (Excavations will be advanced to a depth of approximately the bottom of the existing flexible base layer)

L&G Engineering Laboratory will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The borings will be advanced to the specified depths and in-situ soil testing will be performed in general accordance with ASTM or TxDOT Standard Test Procedures (ASTM D1586 – Standard Penetration Testing or Tex-132-E – Texas Cone Penetration). The soil will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of our drilling operations.

Unless requested, the client will be responsible for obtaining any necessary permits or authorization to egress areas (right of entry) where the borings are to be drilled. All samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians (logger) will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory.

Drilling services will also include a 24-hour water level reading at each boring location, which may require piezometers be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If there is not enough soil cuttings available, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

This proposal ***does not*** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Regrading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

We will notify you should these services become necessary for us to complete our field exploration activities. We can arrange to provide for these services as part of our project scope, should you authorize us to do so.

***Laboratory Testing Services***

As requested, geotechnical laboratory testing is included as part of the scope of services for this project. Geotechnical engineering laboratory tests will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing may include several of the following test procedures:

- Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
    - This procedure will be used to aid in the classifying of the soil by way of Plastic Limit, Liquid Limit and Plasticity Index testing

- Gradation (ASTM D422 or Tex-111-E)
  - This procedure will be used to aid in the classifying of the soil. Testing will be dependent of the type of soil and can vary from a single sieve to a nest of sieves. A No. 200 sieve will be used to distinguish fine grained from coarse grained material

- Laboratory Determination of Water (Moisture) in Soil (ASTM D2216 or Tex-103-E)
  - This procedure will aid in determining the in-situ moisture content of the soils to assist in evaluating the behavior of soils

- Sulfate Content of Soil (ASTM C1580 or Tex-145-E)
  - This procedure will identify the soluble sulfate content of soil by using the turbidimetric techniques. The results of this procedure will be utilized to determine whether or not the subgrade material can be lime treated for stabilization or if other methods of stabilization will need to be proposed. The presence of extreme amounts of soluble sulfates will exclude lime treatment as a stabilization option.

- Lime Series Testing (Tex-121-E)
  - This procedure involves establishing a relationship between plasticity of soils, percentage lime and pH through the addition of hydrated lime at predetermined proportions. Results of this test will determine the required percent lime treatment for roadway subgrade.

- Unconfined Compression (ASTM D2166)
  - This procedure determines the direct unconfined compressive strength of a soil of which can be correlated to shear strength of a soil sample (comparison with strength testing).

- Triaxial Testing (Salvage Base) (Tex-117-E)
  - This procedure determines the shearing resistance, water absorption, and expansion of soils and/ or soil-aggregate mixtures. Shearing resistance values will be used to determine the salvage base criteria for the existing material.

- Gradation/Asphalt Content of ACP (Tex-200-F/Tex-236-F)
  - This test method is used to determine the particle size distribution of aggregate samples using standard U.S. sieves with square openings (Tex-200-F). The asphalt content will also be provided by Ignition Method (Tex-236-F).

***Engineering Services***

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of our study. The findings and conclusions derived from our analyses will be presented in a written engineering report (three (3) copies), which will be prepared by one of our engineers, who specializes in geotechnical engineering and is familiar with the local conditions. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Analyses and Recommendations for Proposed Flexible Pavement (including FPS Report)
- Analyses and Recommendations for Lime Stabilization of Subgrade
- Analyses and Recommendations for Salvaged Base (Flexible Base and ACP)
- Additional Construction Considerations and Recommendations Where Applicable

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide pavement selection and design and assist in the preparation of specifications for the project.

***Schedule***

Based on the requested services, we estimate that the drilling operations will take approximately one (1) day to complete. The roadway sampling of existing pavement section will take an additional one to two (1 to 2) days to complete. We anticipate that drilling and roadway sampling operations can begin within five (5) to seven (7) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses (including FPS design) should be completed within three (3) weeks after completion of the drilling and roadway sampling operations.

***Lump Sum Cost***

The total lump sum cost for the study outlined herein is **$25,365.96.** This lump sum cost includes personnel time for field exploration and laboratory testing and report preparation. Should unusual subsurface conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work.

Is should be noted that our study scopes (and project costs) do not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observations costs should be included in the project budget.

*Acceptance*

We appreciate the opportunity to submit this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

| Attachment | Description |
|---|---|
| I | Fees |
| II | Terms and Conditions |

Please return one signed copy of this letter proposal and provide written authorization for our firm to begin work on the services outlined herein. Our invoices are due and payable upon receipt at 2100 W. Expressway 83 Mercedes, Texas 78570.

**L&G Engineering Laboratory, L.L.C.** considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Sincerely,
**L&G ENGINEERING LABORATORY, L.L.C.**

Ricardo A. Gil
General Manager

Attachments I-Fees
II-Terms and Conditions

_____
Jacinto Garza, P.E., President/CEO

_____
Date

Accepted By_____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date)

Attachment "I"
Geotechnical Field and Laboratory Services
Mile 17 N. Road (Hidalgo County Pct. 1)
Limits: from 0.5 Mi. West of FM 3071 to FM 1015

| | SERVICES | | UNITS | UNITS | UNIT COST | TOTAL COST |
|---|---|---|---|---|---|---|
| **I.** | **Project Management / Review** | | | | | |
| | A. Principal / Project Manager / Review | | Hours | | | |
| | B. Project Engineer (Staff) | | Hours | 1 | $ 150.22 | $ 150.22 |
| | C. Typing and Clerical (Report) | | Hours | | | |
| | D. Lodging | | Day | | | |
| | E. Mileage | | Mile | | | |
| | F. Air Travel | | Trip | | | |
| **II.** | **Utility Clearances / Boring Locates** | | | | | |
| | A. Technician (Locate Borings)(Util Clr) | | Hours | 2 | $ 45.07 | $ 90.14 |
| | B. Staff Engineer/Geologist/Scientist | | Hours | | | |
| | C. Rebar (stakes with impalement covers) | | Cost +12.5% | | | |
| | D. Vehicle Charge | | Mile | | | |
| | E. Mileage | | Mile | 30 | $ 0.490 | $ 14.70 |
| **III.** | **Field Exploration** | | | | | |
| A | Mobilization | | Day | 1 | $ 418.18 | $ 418.18 |
| B | Field Exploration | | | | | |
| | 1. Soil Boring/Solid Stem with SPT Testing | | Feet | 90 | $ 29.28 | $ 2,635.20 |
| | 2. Texas Cone Penetration Tests | | Ea. | | $ - | $ - |
| | 3. Field Logger / Engineering Tech | | Hour | 10 | $ 45.07 | $ 450.70 |
| | 4. 24 Hr. Water Level Observations | | Hour | 2 | $ 45.07 | $ 90.14 |
| | 5. Piezometers | | Each | 0 | $ - | $ - |
| | 6. Vehicle Charge (Support Vehicle) | | Mile | 30 | $ 1.57 | $ 47.10 |
| | 7. Vehicle Charge (Logger) | | Mile | 60 | $ 0.49 | $ 29.40 |
| | 8. Trenching to Obtain In-situ Flexbase & ACP | | Per Location | 3 | $ 800.00 | $ 2,400.00 |
| | *(cut existing section to remove ACP & base)* | | | | | |
| **IV** | **Geotechnical Data Analysis** | | | | | |
| | 1. Engineering Spec. (Soil Classification) | | Hours | 4 | $ 112.61 | $ 450.44 |
| | 2. Engineering Spec. (Logs & Summaries) | | Hours | 4 | $ 112.61 | $ 450.44 |
| | 3. Moisture Content | | Ea. | 27 | $ 10.00 | $ 270.00 |
| | 4. Atterberg Limits | | Ea. | 18 | $ 75.06 | $ 1,351.08 |
| | 5. -200 Determination | | Ea. | 18 | $ 52.27 | $ 940.86 |
| | 6. Consolidation Tests | | Ea. | | | |
| | 7. Unconfined Compression Testing | | Ea. | 9 | $ 47.05 | $ 423.45 |
| | 8. Soil Sulfate Testing (Subgrade) | | Ea. | 9 | $ 95.00 | $ 855.00 |
| | 9. Soil Lime Series Testing (Subgrade) | | Ea. | 5 | $ 505.93 | $ 2,529.65 |
| **IV** | **Salvage Materials Testing** | | | | | |
| | 1. Triaxial Tests (Salvage Adequacy) | | Ea. | 3 | $ 400.00 | $ 1,200.00 |
| | *(including MD tesing and sample curing)* | | | | | |
| | 2. Extraction / Gradation /Asph Cont (Ex. ACP) | | Ea. | 3 | $ 219.04 | $ 657.12 |
| | **Project Total** | | | | | **$ 15,453.82** |

## ATTACHMENT "I" - FEE SCHEDULE
### Geotechnical Engineering - Geotechnical Report (including Flexible Pavement Design)

**L&G ENGINEERING LABORATORY, LLC**

| | | Mile 17 N. Road - Hidalgo County Pct. 1<br>Limits: from 0.5 Mi. West of FM 3071 to FM 1015 | MANHOURS<br>Senior Project Manager | Senior Geotechnical Engineer | Geotechnical Engineer | EIT | Technician (CADD) | Admin/ Clerical | Total |
|---|---|---|---|---|---|---|---|---|---|
| TASK | | | | | | | | | |
| | 1 | Evaluate Existing Soil Data & Pavement Details | | | 1 | 4 | | | 5 |
| | 2 | Prepare Exhibits (Location Map, Soil Conservation Map, etc) | | | | 2 | 2 | | 4 |
| | 3 | Create Soil Profile & Determine Subgrade Reaction | | | 1 | 4 | 2 | | 7 |
| | 4 | Determine Strength Parameters (FWD Research) for FPS | | 1 | 2 | 4 | | | 7 |
| | 5 | Evaluate Traffic Analysis for FPS Run (Coord w/ TxDOT) | | 1 | 2 | 2 | | | 5 |
| | 6 | Design Pavement Structure with FPS (Multiple Alternatives) | | 1 | 4 | 6 | 2 | | 13 |
| | 7 | Triaxial Check (Cohesiometer Determination) | | 1 | 1 | 2 | | | 4 |
| | 8 | Determine Potential Vertical Rise | | | 2 | 4 | | | 6 |
| | 9 | Recommendations for Soil Stabilization (Lime Ser, Sulfate,...) | | | 2 | 4 | | | 6 |
| | 10 | Value Engineering | 1 | 1 | | | | | 2 |
| | 11 | Flexible Pavement Design Report | 1 | 1 | 2 | 4 | | 2 | 10 |
| | 12 | Geotechnial Report and Summary (Final Package) | 1 | 1 | 2 | 4 | | 2 | 10 |
| | 13 | Meeting and Coordination | 1 | 1 | 1 | | | | 3 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | **Subtotal** | **4** | **8** | **20** | **40** | **6** | **4** | **82** |
| | | | | | | | | | |
| **Labor Hours** | | | **4** | **8** | **20** | **40** | **6** | **4** | **82** |
| Contract Rates | | | $ 150.22 | $ 150.22 | $ 150.22 | $ 112.61 | $ 45.07 | $ 45.07 | |
| | | | | | | | | | |
| **Total Labor Costs** | | | **$ 600.88** | **$ 1,201.76** | **$ 3,004.40** | **$ 4,504.40** | **$ 270.42** | **$ 180.28** | **$ 9,762.14** |

LINE ITEM EXPENSES

| | |
|---|---|
| Printing Reproduction | $ 150.00 |
| Drilling & Testing (See Page 2 of 2) | $ 15,453.82 |
| **Total Expenses** | **$ 15,603.82** |
| **L&G Engineering Laboratory Total Cost** | **$ 25,365.96** |

**ATTACHMENT II**

L&G ENGINNERING LABORATORY

**STANDARD TERMS AND CONDITIONS**

1. L&G Engineering Laboratory (L&G) is being engaged by the CLIENT to render professional services involving the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM). L&G will be compensated largely on the basis of the time required in rendering these professional services---not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

2. L&G will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. L&G makes no other warranties or guarantees, expressed or implied.

3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of L&G's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.

4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. We cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or utility agency.

5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include removal of any waste or cutting from the site. Such materials will be containerized and left at the site.

6. The scope of work and cost estimate does not include removal of any waste or drill cuttings from the site. The results of sample analysis or other information will be used to judge the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, L&G will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said materials.

7. All samples obtained at the site will be managed by L&G. L&G will retain preservable samples and the residues from testing for 30 days after submission of its report, after which time the samples and residues will be disposed of.

   In the event samples contain hazardous constituents, L&G will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, L&G will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said samples.

8. During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, L&G will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.

9. Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, L&G will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.

10. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.

11. L&G will provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as L&G may reasonably make with the information gathered while performing its services.

12. The Contractor shall indemnify and hold the Owner and its officers, employees and successors, harmless from and against all damages, loses, and judgments, including reasonable attorney's fees and expenses to the extent they arise from the Contractor's negligent acts or omissions in the performance of its services and for patent, copyright or trademark infringement attributable to the Contractor's services. The Owner assumes liability for and agrees to indemnify, and hold the Contractor, it's consultants and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from the owners, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Owner Entity") gross negligence or willful misconduct. This indemnity applies to any Owner Entity deviations from the Instruments of Service not approved by the Contractor in writing. The Owner has no obligation to investigate the Contractor's

services for inconsistencies. The provisions of this section shall extend for all time not withstanding the termination or expiration of the Agreement.

13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, L&G will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.

14. All claims, disputes, and other controversy between L&G and CLIENT arising out of or in any way related to the services provided by L&G will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute required litigation as provided above, then; a) CLIENT assents to personal jurisdiction in the State of Texas; b) the claim will be brought and tried in judicial jurisdiction of the court of the county of Hidalgo; and CLIENT waives the right to remove action to any other county or jurisdiction; and c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

Requisition Entry/Approval - FOENT018 09/23/10 04:35 pm

Requisition # 00206882 | Print Requisition | Date Entered 12-01-2011 | Account Year 1 | Item Total 25,365.96

Enter | Req's Only | Approve | Approve By Year | Requisition Status Needs Approval by PCT1 | View | Acct Total 25,365.96

Order Header | Items | Accounts | Inquire | Approval

Inquire | Vendor Documents | Stipend Vendor: | Order: | Approval Level Owner

L & G ENGINEERING LABORATORY, LLC
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

Type:
Order: COMMISSIONER, PRECINCT 1
Ship: COMMISSIONER, PRECINCT 1
Special Inst Internal:
Po Special Inst: RM221
Owner: RELIZONDO

View

| Line No | Qnty Ordered | Description | Unit Price | Final Cost |
|---|---|---|---|---|
| 1 | 1 | GEOTECHNICAL ENGINEERING SERVICES AND FLEXIBLE PAVE | 25,365.96 | 25,365.96 |

| Account Number | Description | Account Balance | Amount |
|---|---|---|---|
| 1-1342-431-00-121-085-0-731 | CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD | 11,661.90 | 25,365.96 |

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-11-289-11-15
## Work Authorization Form

# WORK AUTHORIZATION NO. 2

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner,**" and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Mile 17 North Road (between FM 1015 & Mile 4 ½) Project in Hidalgo County Precinct No. One (1)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$ 8,586.68**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 2 shall be funded through funding source:
Account No. 1-1342-431-00-121-085-0-731
Requisition Number 206981 **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Joel Quintanilla as to content and detail of this Work Authorization No. # 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

**ATTACHMENT "A"**

## Scope of Services (Owner)

***PROJECT:*** **Mile 17 North Road (between FM 1015 & Mile 4½) in Hidalgo County Precinct No. One (1)**

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Mile 17 North Road (between FM 1015 & Mile 4½ ) Project.**

**ATTACHMENT "B"**
## Scope of Services (Engineer)

***PROJECT:*** **Mile 17 North Road (between FM 1015 & Mile 4½) Project in Hidalgo County Precinct No. One (1)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Construction Materials Testing Services***

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Mile 17 North Road (between FM 1015 & Mile 4½) Project in Hidalgo County Precinct No. One (1)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

**Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

**Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**ATTACHMENT "C"**
## Work Schedule

***PROJECT:*** **Mile 17 North Road (between FM 1015 & Mile 4½) Project in Hidalgo County Precinct No. One (1)**

***Work Schedule***

**L&G Engineering Laboratory** will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-11-289-11-15.**

**ATTACHMENT "D"**
## Cost Proposal

***PROJECT:*** **Mile 17 North Road (between FM 1015 & Mile 4½) Project in Hidalgo County Precinct No. One (1)**

**See Attached**

# Attachment "I"
# Mile 17 North Road between FM 1015 & Mile 4 1/2
# Prepared for Hidalgo County Pct. 1

| | | | | | |
|---|---|---|---|---|---|
| ***Subgrade Testing - Laboratory*** | | | | | |
| Tech Time | 6 | Hrs. | $45.75 | $274.50 | |
| Trip Charge | 48 | Mi. | $0.50 | $24.00 | |
| Atterberg | 4 | Ea. | $76.18 | $304.72 | |
| Moisture-Density Determ | 2 | Ea. | $203.31 | $406.62 | |
| Reports | 4 | Ea. | $22.56 | $90.24 | |
| Eng. Spec. | 1 | Hr. | $114.30 | $114.30 | |
| Engineer | 1 | Hr. | $152.47 | $152.47 | |
| | | | Sub. | **$1,366.85** | |
| ***Subgrade Field Density Testing*** | | | | | |
| Tech Time | 16 | Hrs. | $45.75 | $732.00 | based |
| Trip Charge | 192 | Mi | $0.50 | $96.00 | on |
| Comp. Test | 24 | Ea. | $22.87 | $548.88 | 8 |
| Reports | 8 | Ea. | $22.56 | $180.48 | Trips |
| Eng. Spec. | 2 | Hr. | $114.30 | $228.60 | |
| Engineer | 2 | Hr. | $152.47 | $304.94 | |
| | | | Sub. | **$2,090.90** | |
| ***Roadway Base Materials Testing - Laboratory*** | | | | | |
| Tech Time | 2.5 | Hrs. | $45.75 | $114.38 | |
| Trip Charge | 24 | Mi. | $0.50 | $12.00 | |
| Atterberg | 1 | Ea. | $76.18 | $76.18 | |
| Moisture-Density Determ | 1 | Ea. | $203.31 | $203.31 | |
| Sieve Analysis | 1 | Ea. | $57.12 | $57.12 | |
| Reports | 2 | Ea. | $22.56 | $45.12 | |
| Eng. Spec. | 0.5 | Hr. | $114.30 | $57.15 | |
| Engineer | 0.5 | Hr. | $152.47 | $76.24 | |
| | | | Sub. | **$641.49** | |
| ***Base Material Field Density Testing*** | | | | | |
| Tech Time | 16 | Hrs. | $45.75 | $732.00 | |
| Trip Charge | 192 | Mi | $0.50 | $96.00 | based |
| Comp. Test | 24 | Ea. | $22.87 | $548.88 | on 8 |
| Reports | 8 | Ea. | $22.56 | $180.48 | trips |
| Eng. Spec. | 2 | Hr. | $114.30 | $228.60 | |
| Engineer | 2 | Hr. | $152.47 | $304.94 | |
| | | | Sub. | **$2,090.90** | |
| ***Asphalt Field & Laboratory Testing*** | | | | | |
| Tech Time | 8 | Hrs. | $58.41 | $467.28 | |
| Trip Charge | 72 | Mi | $0.50 | $36.00 | based |
| Rolling Patterns | 4 | Ea. | $37.56 | $150.24 | on 4 |
| Ext./Sieve/% A/C | 2 | Ea. | $222.33 | $444.66 | trips |
| Coring ACP Thickness | 12 | Ea. | $63.57 | $762.84 | |
| Reports | 6 | Ea. | $22.56 | $135.36 | |
| Eng. Spec. | 1.5 | Hr. | $114.30 | $171.45 | |
| Engineer | 1.5 | Hr. | $152.47 | $228.71 | |
| | | | Sub. | **$2,396.54** | |

**Estimated Project Total** **$8,586.68**

Requisition Entry/Approval - FOENT01B 09/23/10 04:35 pm

Requisition # 00206881 | Print Requisition | Date Entered 12-01-2011 | Account Year 1 | Item Total 8,586.68

Enter | Req's Only | Approve | Approve By Year | Requisition Status: Needs Approval by PCT1 | View | Acct Total 8,586.68

Order Header | Items | Accounts | Inquire | Approval

Inquire | Vendor Documents | Stipend Vendor: | Order: | Approval Level: Owner

L & G ENGINEERING LABORATORY, LLC
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

Type:
Order: COMMISSIONER, PRECINCT 1
Ship: COMMISSIONER, PRECINCT 1
Special Inst Internal:
Po Special Inst: RM220
Owner: RELIZONDO

View

| Line No | Qnty Ordered | Description | Unit Price | Final Cost |
|---|---|---|---|---|
| 1 | 1 | WORK AUTHORIZATION NO:2 CONSTRUCTION MATERIALS 1 | 8,586.68 | 8,586.68 |

| Account Number | Description | Account Balance | Amount |
|---|---|---|---|
| 1-1342-431-00-121-085-0-731 | CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD | 37,027.86 | 8,586.68 |

**AI-29326** **19. C. 1.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Recommending award of bid to sole bidder, Los Ebanos Land & Cattle, LLC and approval of contract as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached hereto for: "Lease of Land (appr 5 acres) Pct 3" RFB No. 2011-227-MEG.

### BACKGROUND

Available funding for fiscal year 2012 is $109,000.00

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-432-00-123-001-0-441

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available funds as of 12/1/11 are $500.00.

## Attachments

Participation Sheet

Recommedation Memo

Tabulation Sheet

Approved Lease Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 08:26 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 09:46 AM |
| Perla Lopez | Perla Lopez | 12/01/2011 02:26 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 04:20 PM |

Form Started By: Elena Gomez Started On: 10/26/2011 08:56 AM

Final Approval Date: 12/01/2011

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**
**RFB-RFP-RFQ**

**BID OPENING DATE:** October 5, 2011 **BID OPENING TIME:** 9:30 A.M.

**DEPARTMENT/BID DESCRIPTION:** "Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas- Los Ebanos or Sullivan City"

**BID NO.:**2011-227-10-05-MEG

| NAME OF VENDOR: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | ADDRESS & PHONE NO |
|---|---|---|---|---|
| Wesley Vanderpool<br>787-3095<br>(Troy Flores or<br>Verne Vanderpool 498-8121) | Mail<br>**(BLM)** | Elena Gomez | 09/26/11 | PO Box 337<br>Sullivan City, Texas 78595<br>956-458-7724<br>(956) 485-1284 |
| Bentsen Lloyd M Properties<br>lmbmission@aol.com<br>cmclmb@aol.com | Email | Elena Gomez | 09/21/11 | 2520 E Business Highway 83,<br>Mission, TX 78572<br>**(956) 686-7426** |
| Ram Investments<br>yoligarcia11@yahoo.com | Email | Elena Gomez | 09/21/11 | 7208 W Expressway 83,<br>Mission, TX 78572<br>**(956) 585-0531** |
| Leal's Land Development<br>***not interested*** | Email | Elena Gomez | 09/21/11 | 2007 E Griffin Pkwy, Mission,<br>TX 78572<br>**(956) 581-4542** |
| Penitas Properties Inc<br>john@jawomack.com | Email | Elena Gomez | 09/21/11 | PO Box 653<br>Pentias, Texas 78576<br>**(956) 585-6482** |
| | | | | |
| | | | | |

***VIA:**
**IN PERSON (IP)**
**FACSIMILE (FAX)**
**BIDDER LIST MAIL OUT (BLM)**
**E-MAIL (EM)**
**TELEPHONE REQUEST (TR)**

# MEMORANDUM

**TO:** HIDALGO COUNTY PCT 3

**FROM:** Elena Gomez, Buyer II
Hidalgo County Purchasing Department

**DATE:** October 6, 2011

**RE:** Request Recommendation for RFB 2011-227-10-05-MEG
"Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas- Los Ebanos or Sullivan City"

Enclosed you will find a copy of the sole Bid received, Tabulation Sheet, and a Bid packet for the above mentioned project, for your review and recommendation.

Please indicate below if you **DO or DO NOT** recommend accepting the bids response. If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department via fax to (956) 292-7612 **by Wednesday October 12, 2011.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # 1-5180-432.60-123-001-0.441

Recommendations/Concerns: Sole Bidder

Authorized Signature/ Printed Name | Precinct #3 Department | 10/13/11 Date

TABULATION SHEET
HIDALGO COUNTY PCT 3
"Lease of Land (Approximately 5 Acres) West of FM 886
Vicinity of Cuevitas- Los Ebanos or Sullivan City"
RFB NO.: 2011-227-10-05-MEG

| | ***Los Ebanos Land and Cattle LLC*** |
|---|---|
| Total Monthly Bid Price | $ 500.00 per month |
| Total Square Feet | 5 Acres |
| Physical location | corner of Military Rd and Farm 886 |
| Property or Geographic ID # | 10038-00-000-0254-02 (657122) |
| Legal Description Of Property | NW corner of FM 886 & Military Rd. is in Parcel 657122 which contains 256.26 acres |

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**LEASE**
**C-11-227-12-06**

THIS LEASE is made and entered into by and between Los Ebanos Land and Cattle LLC, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." And in accordance with specification on the Request for Bid (RFB), A copy of such as Request for Bid (RFB) Procurement packet and Bid Page attached hereto as Exhibtit "B".

## ARTICLE 1. TERM

### Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on December 7, 2011 ("Commencement Date") and ending on December 6, 2016 ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

**Renewal or Termination**

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

**Holdover**

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

**Termination**

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

1.4 This Agreement may be terminated by either party without cause upon thirty (30)

days written notice.

**Lessor's Warranty of Quiet Enjoyment**

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## ARTICLE 2. RENT

**Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **Five Hundred Dollars and 00/100ths ($500.00).** In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

**Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 3008 Unland Drive, Alamo, Texas 78516 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

**Taxes**

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

## ARTICLE 3. USE OF PREMISES

**Permitted Use**

3.1 Lessee may use the premises for office space and for any other lawful purpose.

**Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

## ARTICLE 4.

## INTENTIONALLY OMITTED

## ARTICLE 5.

## INTENTIONALLY OMITTED

## ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

**Consent of Lessor**

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

**Property of Lessor**

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## ARTICLE 7. SIGNS

**Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## ARTICLE 9. INSURANCE AND INDEMNITY

### Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

### General Liability Insurance

9.2 **Lessor.** Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

**Remedy for Failure to Provide Insurance**

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

## ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

**Notice to Lessor**

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (3) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease ter, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

## ARTICLE 11. CONDEMNATION

### Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of

eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

**Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## ARTICLE 12. DEFAULT

**Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of

trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

**Cumulative Remedies**

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

**Waiver of Breach**

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## ARTICLE 13.

## ASSIGNMENT AND SUBLETTING

**Assignment and Subletting by Lessee**

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

**Assignment by Lessor**

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## ARTICLE 14. MISCELLANEOUS

**Notices and Addresses**

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

| Lessor: | Lessee: |
|---|---|
| Los Ebanos Land and Cattle LLC | County of Hidalgo |
| Attn: Verne Vanderpool, President | Attn: County Judge |
| 3008 Unland Drive | 1615 S. Closner, Suite J |
| Alamo, Texas 78516 | Edinburg, Texas 78539 |

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

**Parties Bound**

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the

Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

**Texas Law to Apply**

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.**Legal Construction**

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

**Prior Agreements Superseded**

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

**Amendment**

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

**Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

**Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

**Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

**Estoppel Information**

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

**Commitment of Current Revenues Only.**

14.12 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon ninety (90) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

**Time of Essence**

14.13 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2011.

**HIDALGO COUNTY**

_____

Ramon Garcia, County Judge

**APPROVED AS TO FORM**:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

**LESSOR:**

_____

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

# EXHIBIT "A"

# LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION

BEING a 5.000 acre tract of land, more or less, out of a 468.7688 acres tract of land, more or less, out of and forming a part or portion of Tracts 254, 255 and 275, according to Decree of Partition, Cause No. 2444, W.L. Hart, et al vs. A.J.J. Austin, et al, in the District of Hidalgo County, Texas, copy recorded in Volume 146, Page 28, Deed Records, Hidalgo County, Texas, and as per map of Porciones 38, 39, and 40, Jurisdiction of Reynosa, Hidalgo and Starr Counties, Texas, recorded in Volume 4, Page 17, Map Records, Hidalgo County, Texas. Said a 468.7688 acres tract of land, more or less, being described by Special Warranty Deed With Vendor's Lien dated February 21, 2003, from FORDYCE, LTD., a Texas limited partnership to: TROY FLORES, WESLEY VANDERPOOL and VERNE VANDERPOOL, filed for record in Document No. 1192170 Official Records, Hidalgo County, Texas. Said 5.000 acres, being more particularly described by metes and bounds as follows;

COMMENCING, for reference at the Northeast corner of Tract 254, THENCE N 80° 40' 37" W, along the north line of Tract 254, a distance of 56.42 feet, to a ½" iron rod found on the existing west right-of-way line of FM 886, THENCE S 14° 35' 24" W, a distance of 4281.28 feet, to a ½" iron rod set with cap "RPLS 5303", on the existing west right-of-way line of FM 886, FOR THE POINT OF BEGINNING, and the northeast corner of this tract;

THENCE, S 44° 08' 36" W, along the existing west right-of-way line of FM 886, a distance of 137.41 feet, to a ½" iron rod set with cap "RPLS 5303", on the point of curvature of a curve to the left, for a corner of this tract;

THENCE, continuing along the existing west right-of-way line of FM 886, and said curve to the left a distance of 87.26 feet, to a ½" iron rod set with cap "RPLS 5303", said curve having a radius of 263.15 feet, a central angle of 19° 00' 00", a chord bearing of S 34° 38' 36" W, and a chord distance of 86.86 feet, for a corner of this tract;

THENCE, S 25° 08' 36" W, along the existing west right-of-way line of FM 886, a distance of 211.01 feet, to a ½" iron rod set with cap "RPLS 5303", on the point of curvature of a curve to the right, and the north right-of-way line of the St. Louis, Brownsville and Mexican Railway Company, for a corner of this tract;

THENCE, continuing along the north right-of-way of said railroad, and said curve to the right a distance of 196.80 feet, to a ½" iron rod set with cap "RPLS 5303", said curve having a radius of 1569.72 feet, a central angle of 7° 10' 59", a chord bearing of N 72° 02' 23" W, and a chord distance of 196.67 feet, for a corner of this tract;

THENCE N 68° 26' 53" W, continuing along the north right-of-way of said railroad, a distance of 305.33 feet, to a ½" iron rod set with cap "RPLS 5303", for the southwest corner of this tract;

THENCE N 44° 08'36"E, a distance of 626.67 feet, to a ½" iron rod set with cap "RPLS 5303", for the northwest corner of this tract;

THENCE S 45° 51' 24" E, a distance of 375.36 feet, to a ½" iron rod set with cap "RPLS 5303", on the west right-of-way line of FM 886, FOR THE POINT OF BEGINNING, and the northeast corner of this tract.

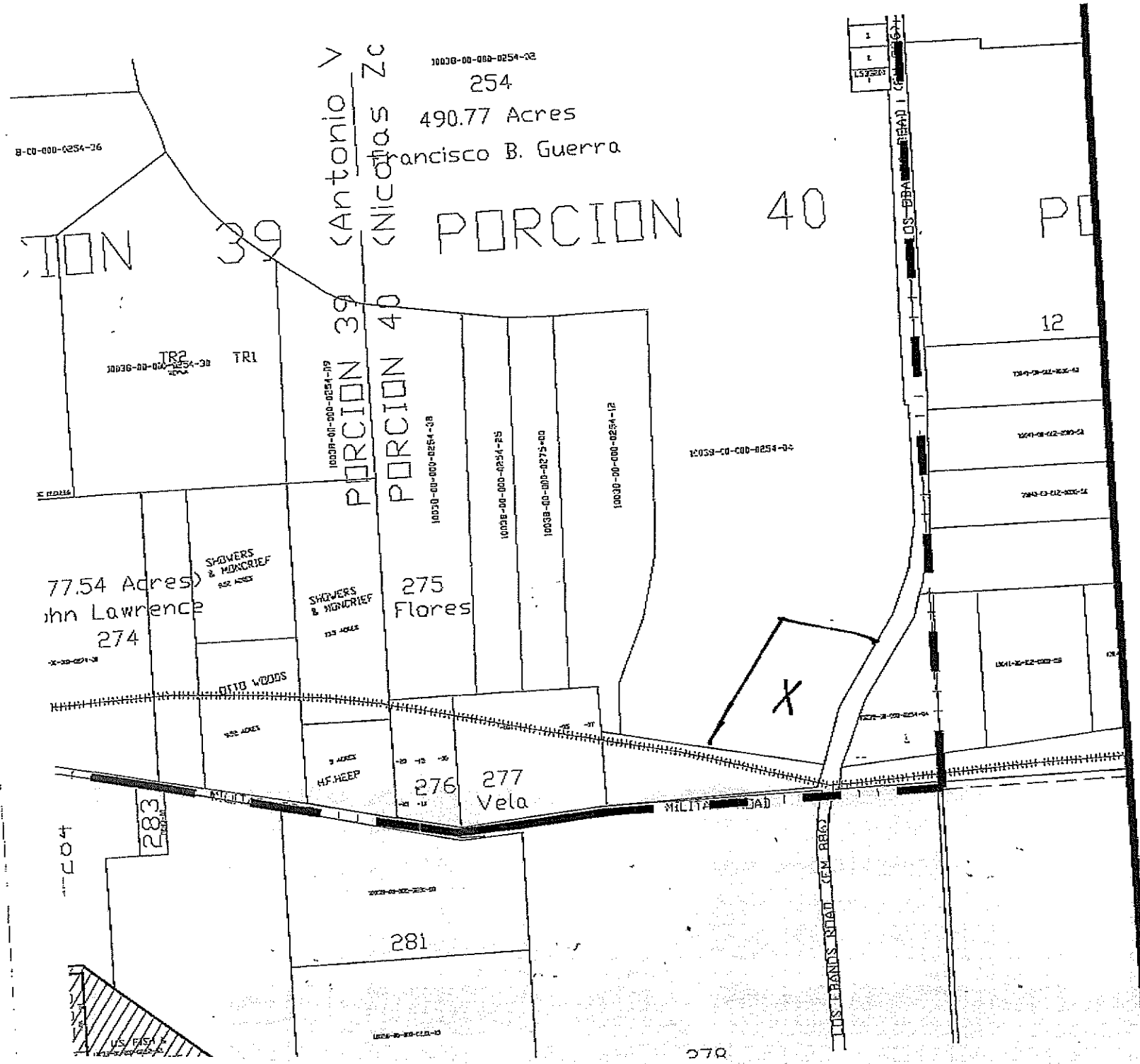
Basis of bearing, (S 80° 40' 37" E), a 1/2" iron rod found on the northwest corner of Lot 17, and a ½" iron rod found at the northeast corner of Lot 31, LOMAS DE LOS EBANOS PHASE I, VOL. 49, PAGE 87, H. C. M. R.

The above description was done from an actual survey on the ground under my supervision on February 13, 2006.

Jorge Rodriguez 2-21-06

JORGE RODRIGUEZ, R.P.L.S. No. 5303

108 W. 18th STREET • MISSION, TEXAS 78572 • TEL. (956) 581-0143 • FAX (956) 581-2074




Elena
282-7612

# EXHIBIT "B"

# REQUEST FOR BID (RFB) & BID PAGE

# PURCHASING DEPARTMENT
County Of Hidalgo

September 19, 2011

_____

_____

_____

_____

**Re: HIDALGO COUNTY Pct 3**
"Lease of Land (Approximately 5 Acres) West of FM 886 Vicinity of Cuevitas- Los Ebanos or Sullivan City"

**Bid No.:** 2011-227-10-05-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR BID (RFB) CHECKLIST

## HIDALGO COUNTY PCT 3
## "Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas- Los Ebanos or Sullivan City"
## Bid No.: 2011-227-10-05-MEG

1. Request for Bid Letter, consists of __1__ page.
2. Request for Bid, Legal Notice, consisting of__8__ pages.
3. Exhibit "A" Specifications consisting of__2__ pages.
4. Exhibit "B" Bid Page consisting of__1__ page.
5. Exhibit "C" Insurance Requirements consisting of __4__ pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.
7. Vendor/Bidder Application and W-9 form consisting of__6__ pages.
8. Draft Requirements Agreement consisting of __14__ pages.
9. Certification Regarding Debarment __1__ page.

**The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.**

**Thank you.**

**Martha L. Salazar, CPPB**
**Purchasing Agent**

**September 19, 2011**
**Date**

# REQUEST FOR BIDS

## HIDALGO COUNTY PCT 3

**"Lease of Land (App 5 Acres) West of FM 886**
**Vicinity of Cuevitas- Los Ebanos or Sullivan City"**
**Bid No.: 2011-227-10-05-MEG**

## BID OPENING DATE:

**October 05, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY PCT #3–"Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of HIDALGO COUNTY ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB-2011-227-10-05-MEG HIDALGO COUNTY PCT #3 – "Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. ;Wednesday October 05, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2011-227-10-05-MEG HIDALGO COUNTY PCT #3– "Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City".**

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY.

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers

and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the HIDALGO COUNTY Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

HIDALGO COUNTY Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY PCT #3–"Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas-Los Ebanos or**

**Sullivan City"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Norma Ceballos, Precinct No. 3
724 N. Breyfogle Rd.
Mission, Texas 78574
Office 956-585-4509
Fax 956-205-7009

17. SCHEDULE OF EVENTS

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **October 05, 2011** |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected

official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with HIDALGO COUNTY ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the HIDALGO COUNTY Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with HIDALGO COUNTY for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with HIDALGO COUNTY are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the HIDALGO COUNTY Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-HIDALGO COUNTY Courthouse

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the

contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
**HIDALGO COUNTY PCT #3**
**"Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City"**

**BID NO.:2011-227-10-05-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by HIDALGO COUNTY for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that HIDALGO COUNTY reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# *EXHIBIT "A"*

**SPECIFICATIONS/REQUIREMENTS**

## HIDALGO COUNTY Pct 3

**"Lease of Land (App 5 Acres) West of FM 886**
**Vicinity of Cuevitas- Los Ebanos or Sullivan City"**

**RFB: 2011-227-10-05-MEG**

Exhibit "A"
HIDALGO COUNTY PCT. 3
"Lease of Land West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City"
BID NO.: 2011-227-10-05-MEG

## PROJECT OVERVIEW:

The County of Hidalgo is seeking to lease a minimum of 5 Acres of real property for the purpose of establishing a citizen's recovery (collection) station, but not limited to the following:

### REQUIREMENTS:

- Property must be located in the premises of West of FM 886 in the vicinity of Cuevitas, Los Ebanos, Texas or Sullivan City, Texas.
- Lease must be on a five year basis
- Lease must be on a monthly basis.
- Must submit copy of property insurance if applicable;
- Must provide legal description of the property along with you packet.

### GENERAL TERMS AND CONDITIONS:

1. The term of the contract will be for five (5) years with County's option to renew for one (1) additional year under the same terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to add or delete acreage during the term of the contract.

6. Hidalgo County at it's sole discretion may terminate agreement lease prior to the expiration of the initial five-year term or any subsequence renewal by issuing a ninety (90) day written notice of cancellation.

7. All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

**Additional Information:**

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, MONDAY SEPTEMBER 26, 2011 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. FRIDAY SEPTEMBER 30, 2011.**

# *EXHIBIT "B"*

**BID PAGE**

## HIDALGO COUNTY Pct 3

**"Lease of Land (App 5 Acres) West of FM 886**
**Vicinity of Cuevitas- Los Ebanos or Sullivan City"**

**RFB: 2011-227-10-05-MEG**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PCT. 3
"Lease of Land West of FM 886 Vicinity of Cuevitas- Los Ebanos or Sullivan City"
BID NO.: 2011-227-10-05-MEG

**Site Address:** _____

**Lease Amount $** _____ **per Month**

**Property Id # and/or Geographic Id:** _____

**Legal Description of Property:** _____

_____

_____

**BIDDER'S INFORMATION**

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

# *EXHIBIT "C"*

**INSURANCE REQUIREMENTS**

## HIDALGO COUNTY Pct 3

**"Lease of Land (App 5 Acres) West of FM 886**
**Vicinity of Cuevitas- Los Ebanos or Sullivan City"**

**RFB: 2011-227-10-05-MEG**

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED EXP (Any one person) | $ |
| | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | GENERAL AGGREGATE | $ |
| | | | | | PRODUCTS – COMP/OP AGG | $ |
| | | | | | | |
| B | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | EXCESS LIABILITY<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATU- ☐ OTHER TORY LIMITS | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION |
|---|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>Edinburg, Texas 78539 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## THIS FORM MUST ACCOMPANY BID PACKET

# PROJECT REQUIREMENTS
# ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

# *EXHIBIT "D"*

## CIQ FORM

## HIDALGO COUNTY Pct 3

**"Lease of Land (App 5 Acres) West of FM 886**
**Vicinity of Cuevitas- Los Ebanos or Sullivan City"**

**RFB: 2011-227-10-05-MEG**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

# *VENDOR'S APPLICATION*
# *&*
# *W-9 FORM*

## HIDALGO COUNTY Pct 3

**"Lease of Land (App 5 Acres) West of FM 886**
**Vicinity of Cuevitas- Los Ebanos or Sullivan City"**

**RFB: 2011-227-10-05-MEG**

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requestor. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

Employer identification number

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee [1] The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American
☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women
☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other
☐ More than 500,000 annual gross receipt

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

# *CERTIFICATION REGARDING DEBARMENT*

## HIDALGO COUNTY Pct 3

**"Lease of Land (App 5 Acres) West of FM 886**
**Vicinity of Cuevitas- Los Ebanos or Sullivan City"**

**RFB: 2011-227-10-05-MEG**

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PCT. 3
"Lease of Land West of FM 886 Vicinity of Cuevitas- Los Ebanos or Sullivan City"
BID NO.: 2011-227-10-05-MEG

**Site Address:** _____

**Lease Amount $** 500.00 XX **per Month**

**Property Id # and/or Geographic Id:** See Attached Exhibit A-1

**Legal Description of Property:** _____

**BIDDER'S INFORMATION**

BIDDER/COMPANY NAME: ~~[redacted]~~ Los Ebanos Land and Cattle LLC
ADDRESS: 3008 Umland Drive
CITY/STATE/ZIP CODE: 78516
PHONE NUMBER: 956-498-8121
E-MAIL ADDRESS: _____
CELLULAR NUMBERS: 956498-8121
FAX NUMBER: _____
AUTHORIZED SIGNATURE: Verne Vanderpool
PRINTED NAME: VERNE VANDERPOOL
TITLE: President
DATE: 10-5-11

OPENED
9:44
10/05/2011
Witnessed

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | | |
|---|---|---|
| 956-787-8844 | 956-787-0942 | |
| NORMA ANZALDUA<br>PO BOX 1699<br>PHARR, TEXAS 78577 | | |

| CONTACT NAME: | NORMA ANZALDUA | |
|---|---|---|
| PHONE (A/C, No, Ext): | 956-787-8844 | FAX (A/C, No): 956-787-0942 |
| E-MAIL ADDRESS: | NANZALDUA@TXFB-INS.COM | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : TX FARM BUREAU CASUALTY INS. CO | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

LOS EBANOS LAND & CATTLE
3008 UNLAND DR
ALAMO, TX 78516

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>☑ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☑ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC | | | BINDER | 11/18/2011 | 11/18/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 500,000<br>$<br>$ 5,000<br>$ 500,000<br>$ 1,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ HIRED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | ☐ WC STATU-TORY LIMITS ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

5 acres out of 19 acres, .25 miles S. Sullivan City on FM 886 & Military Hwy

**CERTIFICATE HOLDER**

Hidalgo County Purchasing Dept.
Elena Gomez
2802 S. Bus Hwy 281
Edinburg, Tx 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Norma C. Anzaldua

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## Rocio Villarreal

**From:** Elena Gomez [elena.gomez@co.hidalgo.tx.us]
**Sent:** Monday, November 28, 2011 11:43 AM
**To:** 'Rocio Villarreal'
**Subject:** FW: Certificate of Insurance for Verne Vanderpool

Elena Gomez, Buyer II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
(956) 318-2626 x 4855
(956) 292-7612
elena.gomez@co.hidalgo.tx.us

-----Original Message-----
From: Anzaldua, Norma C. 108-Hidalgo [mailto:NAnzaldua@txfb-ins.com]
Sent: Monday, November 28, 2011 11:22 AM
To: Elena Gomez
Subject: RE: Certificate of Insurance for Verne Vanderpool

Elena,

Being that there aren't any buildings on the property, this liability insurance covers person or persons injured on this property. Also, a policy number has not been assisgned yet. Application has been submitted to underwriting and they issue a policy number, usuallly takes several weeks.

Norma C. Anzaldua
Texas Farm Bureau Ins.
P.O.Box 1699
Pharr, TX 78577
Office: (956) 787-8844
Fax: (956) 787-0942
Mobile: (956) 605-2223
email: nanzaldua@txfb-ins.com

---

From: Elena Gomez [elena.gomez@co.hidalgo.tx.us]
Sent: Wednesday, November 16, 2011 1:34 PM
To: Anzaldua, Norma C. 108-Hidalgo
Subject: RE: Certificate of Insurance for Verne Vanderpool

Hi, Norma I was wondering if you could please help me out and change the name to Los Ebanos Land & Cattle in Mr. Vanderpool Insurance. Our Legal Counsel will not except it this way because his W-9 and his application all read Los Ebanos Land & Cattle. Please advise

Thank you,

Elena Gomez, Buyer II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539

(956) 318-2626 x 4855
(956) 292-7612
elena.gomez@co.hidalgo.tx.us

-----Original Message-----
From: Anzaldua, Norma C. 108-Hidalgo [mailto:NAnzaldua@txfb-ins.com]
Sent: Thursday, October 20, 2011 3:25 PM
To: elena.gomez@co.hidalgo.tx.us
Subject: FW: Certificate of Insurance for Verne Vanderpool

Hi Elena,
Here it is. Thanks.

Norma C. Anzaldua
Texas Farm Bureau Ins.
P.O.Box 1699
Pharr, TX 78577
Office: (956) 787-8844
Fax: (956) 787-0942
Mobile: (956) 605-2223
email: nanzaldua@txfb-ins.com
CONFIDENTIALITY STATEMENT: The foregoing message (including attachments) is covered by the Electronic Communication Privacy Act, 18 U.S.C. sections 2510-2521, and is CONFIDENTIAL. If you believe that it has been sent to you in error, do not read it. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, then delete it. Thank you.

---

From: Hidalgo_Scanner@txfb-ins.com [Hidalgo_Scanner@txfb-ins.com] On Behalf Of Hidalgo_Scanner@ [txfb-ins.com Hidalgo_Scanner@txfb-ins.com]
Sent: Thursday, October 20, 2011 3:31 PM
To: Anzaldua, Norma C. 108-Hidalgo
Subject: Scanned image from MX-M283N

Reply to: Hidalgo Scanner@txfb-ins.com <Hidalgo Scanner@txfb-ins.com> Device Name: HCFB Device Model: MX-M283N
Location: Pharr

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/

**AI-29925** **19. C. 2.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (engineering) services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services for Right-of-Way acquisition services, construction management, and inspections for La Homa Road project from Mile 1 North to Mile 3 North-Precinct # 3;

| Firm | Dos Logistics | L&G Engineering | Guzman & Munoz Engineering |
|---|---|---|---|
| Evaluator 1 | 97 | 100 | 87 |
| Ranking | | | |

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____ for: the provision of professional engineering services for the La Home Road Project for Precinct # 3.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1342-431-00-123-045-0-711

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available funds as of 12/1/11 are $2,520,335.00.

## Attachments

Grid

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 10:33 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 10:38 AM |
| Perla Lopez | Perla Lopez | 12/01/2011 11:04 AM |
| Auditor's Office | Arcilia Duran | 12/01/2011 05:32 PM |
| Form Started By: Nielda Cavazos | | Started On: 11/30/2011 02:07 PM |

Final Approval Date: 12/01/2011

HIDALGO COUNTY PRECINCT NO 3

FOR

Engineering Services

"La Homa Road Project from Mile 1 North to Mile 3 North with Hidalgo County Precinct No. 3"

# Scoring & Evaluation GRID

**Surveying Services**

| Total Scores | Dos Logistics | L&G Engineering | Guzman & Munoz |
|---|---|---|---|
| Evaluator 1 | 97 | 100 | 87 |
| RANKING | | | |

*Scoring & Evaluation was completed by Pct No 3 *

**AI-29946** **19. D. 1.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

a. Pursuant to Article 14 of the current agreement-C-11-054-04-12 & WA#3 for: PROJECT: (Multi-Way Stop Control Warrant Study) Mile 17 1/2 and Depot Road (23rd Street) for Precinct #4, project engineer, L & G Engineering is requesting acceptance and approval to engage services by Sub-Contractor TEDSI INFRASTRUCTURE GROUP;

b. Acceptance and approval of Work Authoriztion #7 with a proposed fee of $ 2,500.00 with Quintanilla, Headley & Associates, Inc. for "San Carlos Drainage Improvement Projects": FIKE PUMP STATION located within Hidalgo County Precinct No. 4, through Contract #C-08-477-12-09.

**BACKGROUND**

Letter of Subconsulting by L&G Engineering with TEDSI-C-11-054-04-12
WA#7-C-08-477-12-09-Quintanilla, Headley & Associates, Inc. (Fike Pump Station)-Pct 4

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-124-007-0-334

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO# 666236 available balance as of 12-1-11 $5,900.00

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1342-431-00-124-039-0-711

**FUNDS AVAILABLE Y/N?:** Y/Pending **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding pending approval of interdepartmental transfer (AI# 29899 12-6-11)

## Attachments

Letter of Subconsulting-L&G for TEDSI-C-11-054-04-12
contract C-11-054-04-12-L&G Eng
WA#3-L&G Engineering-Pct 4
WA#7-QHA-C-08-477-12-09
Contract C-08-477-12-09-QHA-Pct 4 (San Carlos Dr Proj)

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 10:45 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 10:48 AM |
| Manuel Chapa | Manuel Chapa | 12/01/2011 02:22 PM |

Auditor's Office Angela Garcia 12/02/2011 04:15 PM

Form Started By: Letty Saenz Started On: 11/30/2011 04:58 PM

Final Approval Date: 12/02/2011

L&G Engineering
Transportation Consultants

November 29, 2011

The Honorable Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78541

**RE: Subcontracting Notice for Multi Way Stop Control Warrant Study Mile 17 ½ and Depot Road, Contract No. C-11-054-04-12**

Dear Commissioner Palacios:

We would like to inform you of the subcontractor that we will be using on the Multi Way Stop Control Warrant Study at Intersection of Mile 17 ½ and Depot Road project. This information is being provided at the request of the Hidalgo County Auditor's Office.

**Subcontractor:**
*TEDSI*
*Mr. Jesse Salinas*
*1201E. Expressway 83*
*Mission, Texas 78572*

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Auditor's Office

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

## Leticia Saenz

**From:** Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
**Sent:** Wednesday, November 30, 2011 9:11 AM
**To:** leticia.saenz@co.hidalgo.tx.us
**Subject:** Fw: Sub Letter Notification to place on Comm Court
**Attachments:** SharpMX-5001N@lgengineers.com_20111129_164526.pdf

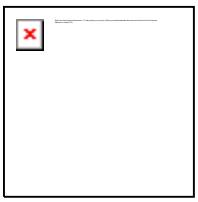
Good Morning

I received this letter from L&G notifying us that they will be subcontracting with TEDSI for Work Authorization #3 under contract C-11-054-04-12 please place on the next Commissioners Court for approval

Thanks
Rumaldo Munoz Jr.
Accounts Payable Specialist III

-----Original Message-----
From: "gloria.beltran" <gloria.beltran@co.hidalgo.tx.us>
Sent 11/30/2011 9:06:50 AM
To: rumaldo.munoz@co.hidalgo.tx.us
Subject: FW: Sub Letter Notification

**FYI - as requested**




***Gloria Ann Beltran***
*Executive Assistant*
*P 956.383.3112 ext 4008*
*F 956.381.5905*
*gloria.beltran@co.hidalgo.tx.us*


**From:** Marie Bustamante [mailto:mbustamante@lgengineers.com]
**Sent:** Tuesday, November 29, 2011 4:57 PM
**To:** marcos.lopez@co.hidalgo.tx.us
**Cc:** gloria.beltran@co.hidalgo.tx.us
**Subject:** Sub Letter Notification

Marcos. This is our sub notification letter for approval by Commissioner's Court. Purpose is to notify county of sub being used on this project.

Should you have any questions, please call me.
Thanks.

*Sincerely,*

*Marie Bustamante*
*Executive Administrative Assistant*

2100 W. Expressway 83
Mercedes, Texas 78570
Office (956) 565-9813
Fax (956) 565-9018

*www.LGEngineers.com*

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-11-054-04-12**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

**WHEREAS,** the **Owner** desires to contract with the **Engineer** to provide professional engineering services for Engineering Services required for "On Call Services - MPO and HCRMA, Traffic Studies County Wide Projects for **Hidalgo County** hereinafter referred to as the **"Project.**

**NOW, THEREFORE**, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such

services, the owner agrees to pay the Engineer compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the Project with the following:

2.1 Scope of Work. The Owner will furnish items and provide those services for the development of the Project and fulfillment of this Agreement, as identified in EXHIBIT "A" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the Engineer, as more particularly identified in EXHIBIT "B" *Services to be Provided by the Engineer*, attached hereto and made a part of this Agreement.

2.3 Schedule of Work. The Engineer shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in EXHIBIT "C" – *Work Schedule*, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the Engineer shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement becomes effective when fully executed by both parties and shall terminate at the close of business two years from date of execution (hereinafter referred to as the "Termination Date"), unless termination date is extended by written supplemental agreement, as provided in Article 8 hereof, duly

executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 **Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 **Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer,** followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.** The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written

notice from the **Owner** to the **Engineer.** The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In

determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so,

and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. **Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner.** The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner,** in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer,** conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time

periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. **Compensation and Fees.** For and in consideration of the services to be

rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer** as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in EXHIBIT "D"- ***Contract Rates***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services.* Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in EXHIBIT "B", attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in EXHIBIT "D" - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner.**

2. DOCUMENT COPIES Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project.**

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 **Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment.** On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment.** Payment for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets

approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

**6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6 Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the

**Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. **Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT** "E"- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT** "B", attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer.** The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified

in EXHIBIT "D", attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization.** All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in EXHIBIT "F" - *Supplemental Agreement Form*, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in EXHIBIT "D", attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner.** The **Owner** reserves

the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. **Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in EXHIBIT "D" attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. **Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound

engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 **Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 **Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner,** if a decision is subsequently made by the **Owner,** which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 **Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 **Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project,** these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. **Ownership** and **Release of Documents.**

11.1 **Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon

completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 **Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 **Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some

purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. **Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. **Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. **Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the

Engineer covering any machines, apparatus, processes, articles, or products included in the Engineer's work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the Owner, or any other confidential information given to the Engineer by any of the Owner's commissioners, elected officials, employees, or representatives or acquired by the Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the Engineer's possession prior to such disclosure to the Engineer by the Owner or which is or shall lawfully be published or become part of general knowledge from sources other than the Engineer or which otherwise shall lawfully become available to the Engineer from a source other than the Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the Engineer in performing such work. Such information may, of course, be disclosed to

the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 **Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges

incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.** No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 **Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body

having jurisdiction. (c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

ARTICLE 18. **Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 **Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 **Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner,** is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 **Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. **Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act

of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. **Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee.** The provisions of this

Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. **Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than

two hundred fifty thousand dollars ($250,000) each person for bodily injury, five hundred thousand dollars ($500,000) each occurrence for bodily injury, and one hundred thousand dollars ($100,000) each occurrence for property damage.

(4) **Professional Liability** in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. **Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. **Non-collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. **Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only

exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. **Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. **Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:
Hidalgo County
1615 S. Closner, Ste., J
Edinburg, Texas 78539

ENGINEER:
L & G Consulting Engineers, Inc.
2100 West Expressway 83
Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. **Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and

complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2011.

**ENGINEER:**
**L & G CONSULTING ENGINEERS INC.**
d/b/a **L & G ENGINEERING**

**BY:** _____
Jacinto Garza, P.E./President

**OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4/12/11 RW

C-11-054-04-12

ATTEST:

Arturo Guajardo, Jr., County Clerk

**Approved on Commissioners' Court:**

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

By: _____

**ATTACHMENTS:**

**EXHIBIT A** –Scope of Services to be provided by the Owner
**EXHIBIT B** –Scope of Services to be provided by the Engineer
**EXHIBIT C** –Work Schedule (to be issued with Work Authorization)
**EXHIBIT D** –Contract Rates
**EXHIBIT E** – Sample – Work Authorization Form
**EXHIBIT F** – Sample – Supplemental Agreement Form
**EXHIBIT G**– Certificate of Insurance *(Hidalgo County)*

# EXHIBIT "A"

## SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

# EXHIBIT "B"

## SERVICES TO BE PROVIDED BY THE ENGINEER

### A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

2. The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

### B. TRAFFIC SIGNAL WARRANT STUDIES

The purpose of a traffic signal warrant study is to determine the necessity for a signal installation at an intersection, of two or more roadways based on safety and time delay benefits which may be derived by motorists and/or pedestrians. As a minimum, the warrant study shall include: analysis of vehicle and pedestrian volumes, analysis of existing traffic control (if any), analysis of the roadway, analysis of accident data and analysis of travel speeds. Analyses shall be performed in accordance with the procedures established in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

### D. SPOT SPEED STUDIES

The purpose of a spot speed study is to measure the speed characteristics at a specified location for each direction of flow under the traffic and environmental conditions prevailing at the time of the study. Speed data may be collected manually or by automatic methods and shall be adequate sample size to satisfy statistical considerations.

### E. LEFT TURN WARRANT STUDIES

The purpose of a left turn warrant analysis is to determine if a separate left turn lane is needed on an intersection approach. The intention of separating left turn traffic from through traffic is to improve safety and minimize delay due to lengthy queues and/or inefficient controller phasing. The analysis shall include study of vehicle movements at

the intersection, analysis of vehicle delay, analysis of existing traffic control and analysis of vehicle conflicts. Capacity analysis and signal optimization are not required as part of the analysis.

## F. SPECIAL STUDIES

Special studies are traffic engineering studies other than those listed in Items A through D. The Engineer shall provide special studies to Hidalgo County on an as needed basis.

## G. OTHER ENGINEERING SERVICES

Such services shall consist of traffic engineering services, and general engineering services, traffic designs and other specific engineering services not included within Section I., B through E. Services may also include submittal of official state and federal documents as well as attendance of meetings on the County's behalf upon the County's request.

It is expressly understood and agreed that the Engineer shall not furnish any work or services without the prior written authorization of the County setting forth the particular services requested and their specific application. The County shall have no obligation to pay for any such work or services which have been rendered without the prior written authorization of the County as hereinabove provided.

Prior to receiving written authorization for service under Item F (Special Studies), or Item G (Other Engineering Services) the Engineer shall prepare at no charge and deliver to the County an engineering cost for said services with a breakdown of expenses. It is expressly understood that the Engineer shall not furnish any work or services under Items F or G without prior written authorization of the County containing a maximum authorized fee for the approved services and a required date of completion of services.

# EXHIBIT "C"

## WORK SCHEDULE

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# EXHIBIT "D-1"
# CONTRACT RATES

## FOR ADDITIONAL ENGINEERING SERVICES

**L & G Engineering**
Transportation Consulting Engineers

Audited Overhead Rates 2009

| Labor/Staff Classification | Hourly Base Rate | Contract Rate FY 11 | Contract Rate FY 12 | Contract Rate FY 13 |
|---|---|---|---|---|
| Principal | $ - | $ - | $ - | $ - |
| Senior Project Manager | $ 65.00 | $ 195.65 | $ 201.52 | $ 207.57 |
| Project Manager | $ - | $ - | $ - | $ - |
| Senior Engineer | $ 46.45 | $ 139.81 | $ 144.01 | $ 148.33 |
| Project Engineer | $ 37.00 | $ 111.37 | $ 114.71 | $ 118.15 |
| Design Engineer | $ 34.00 | $ 102.34 | $ 105.41 | $ 108.57 |
| EIT | $ 24.72 | $ 74.41 | $ 76.64 | $ 78.94 |
| Senior Engineer Tech | $ 24.04 | $ 72.36 | $ 74.53 | $ 76.77 |
| Engineer Tech | $ 23.00 | $ 69.23 | $ 71.31 | $ 73.45 |
| Junior Engineer Tech | $ 22.64 | $ 68.15 | $ 70.19 | $ 72.30 |
| Senior CADD Operator | $ 21.00 | $ 63.21 | $ 65.11 | $ 67.06 |
| CADD Operator | $ 19.00 | $ 57.19 | $ 58.91 | $ 60.67 |
| Senior Biologist | N/A | | | |
| Biologist | $ 16.00 | $ 48.16 | $ 49.60 | $ 51.09 |
| Senior Geologist | N/A | | | |
| Geologist | N/A | | | |
| Senior Environmental Scientist/Specialist | $ 43.00 | $ 129.43 | $ 133.31 | $ 137.31 |
| Environmental Secientist/ Specialist | $ 25.00 | $ 75.25 | $ 77.51 | $ 79.83 |
| Admin/Clerical | $ 17.50 | $ 52.68 | $ 54.26 | $ 55.88 |

Overhead Rate: 161.75%
Profit Rate: 15%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

**Percent complete to be billed.**

| Other Direct Expenses: | Cost |
|---|---|
| Lodging | $85/night |
| Meals | $36/day |
| Mileage | $0.55 / mile |
| Car Rental | $60.00/day |
| Air Travel (Coach/Business Class) | **At Cost** |
| 8 1/2" X 11" copies | $1.00/sheet |
| 11" X 17" copies | $1.50/sheet |
| 11" X 17" Mylar | $2.00/sheet |
| Overnight Mail - Letter Size | $15.00/Each |
| Overnight Mail - Oversized Box | $25.00/Each |

Rates Appoved (JG) 2/17/2011
Revision No. 2

# EXHIBIT "D"
# FEE SCHEDULE

## COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

**ITEM A. HCMPO REPRESENTATION / HCRMA UPDATE (STATUS & PROGRESS)**

| | SERVICE | BASIS OF COMPENSATION (HOURLY RATE) | NO. OF MEEETINGS PER MONTH | TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING | TOTAL |
|---|---|---|---|---|---|
| JACINTO GARZA, P.E. | HCMPO REPRESENTATION | $195.65 | 2 | 8 HOURS | $3,130.40 |
| | HCRMA UPDATE STATUS & PROGRESS | $195.65 | 1 | 8 HOURS | $1,565.20 |
| ANTHONY GARZA | HCMPO REPRESENTATION | $75.25 | 2 | 8 HOURS | $1,204.00 |
| | HCRMA UPDATE STATUS & PROGRESS | $75.25 | 1 | 8 HOURS | $602.00 |
| MARIE BUSTAMANTE | ADMINISTRATIVE PREPARATION-MPO | $52.68 | 2 | 2 HOURS | $210.72 |
| | ADMINISTRATIVE PREPARATION-HCRMA | $52.68 | 1 | 2 HOURS | $105.36 |
| | MILEAGE REIMBURSEMENT PER MEETING | $.55 / PER MILE | 6 | 50 MILES ROUND TRIP | $165.00 |
| | | | | **MONTHLY TOTAL COST** | **$6,982.68** |

***NOTE (ITEM A):**

**ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.**

**ITEM B. MULTI-WAY STOP CONTROL WARRANT STUDY**

| | | |
|---|---|---|
| Three/Four Approaches | $5,900.00/intersection | 30 |

**ITEM C. TRAFFIC SIGNAL WARRANT STUDY**

| | | |
|---|---|---|
| Three/Four Approaches | $6,300.00/intersection | 30 |

**ITEM D. SPOT SPEED STUDY**

| | | |
|---|---|---|
| Spot Speed Study | $2,800.00/location | 15 |

**ITEM E. LEFT TURN BAY WARRANT STUDY**

| | | |
|---|---|---|
| Left Turn Warrant Studies | $4,700.00/intersection | 30 |

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-_____

## Work Authorization Form EXHIBIT E

## WORK AUTHORIZATION NO. ____

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____ _____ _____ _____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

SAMPLE

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** 1.

HIDALGO COUNTY

BY:_____

SAMPLE

## PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2011.

**THE ENGINEER:**

_____

**By: Jacinto Garza, P.E.**
**President**

**THE OWNER:**
**HIDALGO COUNTY**

_____

**By: Ramon Garcia, County Judge**

**ATTEST:**

_____

**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

EXHIBIT "A" – Service to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D" – Fee Schedule

SAMPLE

# EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. _____

### TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2011 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ____ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement,** (article title), is revised to

_____
_____
_____
_____
_____

SAMPLE

All other provisions are unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2011.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

Client#: 11734 LGLABOR

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
L & G Consulting Engineers, Inc.
2100 W Expressway 83
Mercedes, TX 78570

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Steadfast Insurance Co. | 26387 |
| INSURER B: Texas Mutual Insurance Company | 22945 |
| INSURER C: Peerless Insurance Company | 24198 |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE [X] OCCUR<br>X BI/PD Ded:10000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | GPL967060502 | 07/19/10 | 07/19/11 | EACH OCCURRENCE | $2,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | |
| C | | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | BA802134140 | 07/19/10 | 07/19/11 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY<br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | | | | | | $ |
| | | | | | | | $ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | TSF00010203000<br>YES | 07/23/10 | 07/23/11 | X WC STATU-TORY LIMITS OTH-ER | |
| | | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| A | | OTHER Professional Liability | GPL967060502 | 07/19/10 | 07/19/11 | $2,000,000 agg<br>$2,000,000 ea. occ | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Workers Comp Information **
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing
Dept/Marth L Salazar, CPPB
Purchasing Agent 2812 S. Bulness
Hwy. 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis


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# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation

**AI-26052** **21.A.4.**

**Approval of Final Execution of L&G Engineering**
**CC REGULAR**

**Date:** 04/12/2011
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.
**Submitted For:** Rocio Villarreal
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Sub-category:** Hidalgo County

## Information

**CAPTION**

a. Approval to execute a professional engineer contract/agreement for the provision of traffic engineering and general engineering services for, "On Call Services-MPO and HCRMA , Traffic Studies," with L&G Consulting Engineering, as authorized & approved for negotiations by CC on 1-25-11;

b. Acceptance and approval of Work Authorization No. 1 as submitted by project engineer, L&G Consulting Engineering , for "Representing the County at MPO/HCRMA Technical Committee Meetings."

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-429-30-125-014-0-334
**FUNDS AVAILABLE Y/N?:** yes **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**
$70,000.00 available balance as of 04/06/2011.

## Attachments

Link: contract
Link: WA#1

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 03/31/2011 09:36 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/01/2011 10:24 AM | APRV |
| 3 | Rosalinda Cantu | Rosie Cantu | 04/06/2011 05:06 PM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Rocio Villarreal Started On: 03/30/2011 03:40 PM
Final Approval Date: 04/07/2011

CC Meeting April 12, 2011



# AGENDA

## CC REGULAR
## HIDALGO COUNTY
## COMMISSIONERS' COURT MEETING
## April 12, 2011
## 9:30 A.M.

**OTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a PECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of ıe Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion nd possible action relating to the following business will be transacted:**

. **Roll Call** Flores out

. **Pledge of Allegiance**

. **Prayer**

. **Approval of Consent Agenda**

. **Open Forum** Karina (LZ) Rio Grande Valley) - Juan Martinez (Fire Marshall) - Comm. Quintanilla employees weekend fire) Virginia -

**Executive Officer - Valde Guerra:**

**A.** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

**B.** **AI-26106** Approval to accept a settlement check from Chubb Group Insurance Company in the amount of $96.78 for damages sustained by water leak at County building. (Precinct 3)
approved

**C.** **AI-26104** Approval to accept a settlement check from American Electric Power Company in the amount of $4,874.12 to settle auto accident with County vehicle. (Planning Dept.)
approved

**D.** **AI-26088** Approval to accept settlement check from Endeavor General Insurance Agency in the amount of $405.40 to settle auto accident with County vehicle. (Sheriff Office)
approved

**E.** **AI-26061** Discussion, consideration and approval of General Fund Management Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA) for the period of ~~3/25/11 to 3/24/12~~ (not to exceed $250,00.00). April 12, 2011 - April 12, 2012
approved

**F.** **AI-26139** Requesting approval to reimburse employee Tomas Salazar #000124 for the purchase of fuel for the 2008 Ford F-150 (County Vehicle) Vin#
approved



CC Meeting April 12, 2011

CC Meeting April 12, 2011

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report a-c

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

4. AI-26052 a. Approval to execute a professional engineer contract/agreement for the provision of traffic engineering and general engineering services for, "On Call Services-MPO and HCRMA , Traffic Studies," with L&G Consulting Engineering, as authorized & approved for negotiations by CC on 1-25-11;

approved

b. Acceptance and approval of Work Authorization No. 1 as submitted by project engineer, L&G Consulting Engineering , for "Representing the County at MPO/HCRMA Technical Committee Meetings."

approved

5. AI-25875 Recommending award of bid and approval of contract to sole bidder meeting all specifications/requirements attached hereto for Hidalgo County(All Funding Sources)-"Hot Mix Cold Laid Road Material" RFB NO.: 2011-005-03-09-SGS.

approved

6. AI-26081 Recommendation to reject all bids received for Hidalgo County's Department of Health & Human Services-" Purchase of One (1) New Mobile Health Unit" through-RFB No. 2011-020-03-16-MEG as bidders did not meet specifications and/or requirements.

approved

B. Pct. 1

1. AI-26128 Consideration and approval of the following items in connection to Contract #C-10-235-07-20-Professional Engineering Services for "Mile 17 North between FM 1015 & Mile 5 West" with J. E. Saenz & Associates, Inc. as follow:

a. Rescind action taken by Commissioners Court on Agenda Item #23813 dated November 9, 2010 for authority to advertise "Construction Of Phase I Of Mile 17 Road From FM 1015 West To Mile 4 (Yellow Jacket Drive); and

approved

b. Authority to exercise thirty (30) day Notice of Termination to J. E. Saenz & Associates Inc. as provided under Contract #C-10-235-07-20 (Pg. 3, Art. #3, more specifically Sect. 3.4-Termination of Agreement-#5) in connection with: "Mile 17 North between FM 1015 & Mile 5 West" for the remaining Phases II and III only inasmuchas Phase I has been initiated;

approved

c. Authority for Hidalgo County Precinct No. 1 to issue payments (if applicable) in connection to services rendered under Phase I pursuant to payment procedures.

approved

C. Pct. 2



CC Meeting April 12, 2011

# HIDALGO COUNTY
# Professional Engineering Services
# Contract # C- 11-054-04-12
## Work Authorization Form

## WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide the following:

The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization will be based on an as per meeting attended basis and any additional services requested will be at the hourly rates provided in the contract. See Exhibits "D-1" Fee Schedule and "D-1" Contract Rates.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on January 25, 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

Approved by Commissioners' Court
on 4/12/11 RD

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule (Omitted)
Exhibit D – Fee Schedule
Exhibit D-1 Contract Rates

# EXHIBIT "A"

## SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

# EXHIBIT "B"

## SERVICES TO BE PROVIDED BY THE ENGINEER

### A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

2. The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

# EXHIBIT "D"
# FEE SCHEDULE

## COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

| | SERVICE | BASIS OF COMPENSATION (HOURLY RATE) | NO. OF MEEETINGS PER MONTH | TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING | TOTAL |
|---|---|---|---|---|---|
| JACINTO GARZA, P.E. | HCMPO REPRESENTATION | $195.65 | 2 | 8 HOURS | $3,130.40 |
| | HCRMA UPDATE STATUS & PROGRESS | $195.65 | 1 | 8 HOURS | $1,565.20 |
| ANTHONY GARZA | HCMPO REPRESENTATION | $75.25 | 2 | 8 HOURS | $1,204.00 |
| | HCRMA UPDATE STATUS & PROGRESS | $75.25 | 1 | 8 HOURS | $602.00 |
| MARIE BUSTAMANTE | ADMINISTRATIVE PREPARATION-MPO | $52.68 | 2 | 2 HOURS | $210.72 |
| | ADMINISTRATIVE PREPARATION-HCRMA | $52.68 | 1 | 2 HOURS | $105.36 |
| | MILEAGE REIMBURSEMENT PER MEETING | $.55 / PER MILE | 6 | 50 MILES ROUND TRIP | $165.00 |
| | | | | **MONTHLY TOTAL COST** | **$6,982.68** |

***NOTE (ITEM A):**

**ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.**

# EXHIBIT "D-1"
# CONTRACT RATES

## FOR ADDITIONAL ENGINEERING SERVICES

**L&G Engineering**
Transportation Consulting Engineers

Audited Overhead Rates 2009

| Labor/Staff Classification | Hourly Base Rate | Contract Rate FY 11 | Contract Rate FY 12 | Contract Rate FY 13 |
|---|---|---|---|---|
| Principal | $ - | $ - | $ - | $ - |
| Senior Project Manager | $ 65.00 | $ 195.65 | $ 201.52 | $ 207.57 |
| Project Manager | $ - | $ - | $ - | $ - |
| Senior Engineer | $ 46.45 | $ 139.81 | $ 144.01 | $ 148.33 |
| Project Engineer | $ 37.00 | $ 111.37 | $ 114.71 | $ 118.15 |
| Design Engineer | $ 34.00 | $ 102.34 | $ 105.41 | $ 108.57 |
| EIT | $ 24.72 | $ 74.41 | $ 76.64 | $ 78.94 |
| Senior Engineer Tech | $ 24.04 | $ 72.36 | $ 74.53 | $ 76.77 |
| Engineer Tech | $ 23.00 | $ 69.23 | $ 71.31 | $ 73.45 |
| Junior Engineer Tech | $ 22.64 | $ 68.15 | $ 70.19 | $ 72.30 |
| Senior CADD Operator | $ 21.00 | $ 63.21 | $ 65.11 | $ 67.06 |
| CADD Operator | $ 19.00 | $ 57.19 | $ 58.91 | $ 60.67 |
| Senior Biologist | N/A | | | |
| Biologist | $ 16.00 | $ 48.16 | $ 49.60 | $ 51.09 |
| Senior Geologist | N/A | | | |
| Geologist | N/A | | | |
| Senior Environmental Scientist/Specialist | $ 43.00 | $ 129.43 | $ 133.31 | $ 137.31 |
| Environmental Secientist/ Specialist | $ 25.00 | $ 75.25 | $ 77.51 | $ 79.83 |
| Admin/Clerical | $ 17.50 | $ 52.68 | $ 54.26 | $ 55.88 |

Overhead Rate: 161.75%
Profit Rate: 15%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

**Percent complete to be billed.**

| Other Direct Expenses: | Cost |
|---|---|
| Lodging | $85/night |
| Meals | $36/day |
| Mileage | $0.55 / mile |
| Car Rental | $60.00/day |
| Air Travel (Coach/Business Class) | **At Cost** |
| 8 1/2" X 11" copies | $1.00/sheet |
| 11" X 17" copies | $1.50/sheet |
| 11" X 17" Mylar | $2.00/sheet |
| Overnight Mail - Letter Size | $15.00/Each |
| Overnight Mail - Oversized Box | $25.00/Each |

Rates Appoved (JG) 2/17/2011
Revision No. 2

approved

**2. AI-28041** Requesting approval of Work Authorization #4 in the amount of $4,496.64 from L&G Engineering Laboratory, LLC to provide Construction Materials Testing Services for Mile 12½ North Road (between FM 88 & Mile 4) Project in Hidalgo County Precinct 1 in connection with Contract #C-10-319-10-19 (approved by CC on 10/19/10).

approved

**3. AI-27957** a. Pursuant to current contract with L&G (Article 14 of Contract #C-11-054-04-12), a request by engineer to permit the subcontracting of Ergonomic Transportation Solution Inc. in connection to request for action on Work Authorization #2 of the Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road In Precinct 1; and

approved

b. Acceptance and approval of Work Authorization #2-in the amount of $5,900.00 to conduct a Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road in Precinct 1 as submitted by the project Engineer L&G Engineering in connection with Contract #C-11-054-04-12-Professional Engineering Services On-Call Services-MPO and HCRMA, Traffic Studies County Wide Projects.

**C. Pct. 3**

approved

**1. AI-28008** a. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "Mile 2 Road Project (Moorefield Road to La Homa Road) for Precinct No. 3 ," with L & G Consulting Engineers Inc., as authorized & approved for negotiations by CC on 06/29/11.

approved

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $490,606.33) for provision of engineering services required by Pct. #3 consisting of: ROW Mapping, Surveying, Right-of-Way Acquisition and Roadway Design for Mile 2 North Project from Moorefield Rd West to SH 364 (La Homa Rd)" with L&G Engineering under contract No. C-11-195-08-16

approved

**2. AI-28007** Approval to execute contract awarded by CC on 07/19/11 to Valley Boring Service, LLC., in the amount of $73,160.00 for the ""Drainage Improvements to 2 Mile Line Abram Rd." 36" Dry Bore Method under H.C.I.D. No. 6 Canal," and authorize project engineer, Javier Hinojosa Engineering, to issue and forward "Notice to Proceed" to contractor,.

approved

**3. AI-27948** Requesting approval of a professional architectural services contract with ERO Architects for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 3 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/21/11).

approved

**4. AI-28006** Acceptance and approval to execute a Construction Material Testing Services contract with L&G Engineering Laboratory LLC for Precinct No. 3 (on an as needed basis) Projects as approved by CC for negotiations on CC 07/12/11.

**D. Health & Human Services Dept.**

approved

**1. AI-27956** Requesting approval of Change Order No. 3 inceasing number of days for completion of project: "Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements", awarded to The 5125 Company Contract No. C-10-050-03-23 with authority for County Judge or Court Member to execute document.

**E. WIC**

approved

**1. AI-27487** Presentation of bid(s) received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract by Commissioners Court for the Request for Bid titled: Hidalgo County WIC Program-"Lease Office Space-City of Donna" through project No.: 2011-151-07-06-SGS.

**F. Community Service Agency**

approved

**1. AI-27839** Presentation by Community Service Agency of grid of responses received with recommendation for the purpose of award and approval of contract by CC to the most qualified proposal received meeting all specifications/requirements/criteria as attached hereto for "Hidalgo

APPROVED

**AI-27957** **41. D. 0.**
**CC REGULAR**
**Meeting Date:** 08/16/2011
**Submitted For:** Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

a. Pursuant to current contract with L&G (Article 14 of Contract #C-11-054-04-12), a request by engineer to permit the subcontracting of Ergonomic Transportation Solution Inc. in connection to request for action on Work Authorization #2 of the Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road In Precinct 1; and

b. Acceptance and approval of Work Authorization #2-in the amount of $5,900.00 to conduct a Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road in Precinct 1 as submitted by the project Engineer L&G Engineering in connection with Contract #C-11-054-04-12-Professional Engineering Services On-Call Services-MPO and HCRMA, Traffic Studies County Wide Projects.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-121-005-0-33

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Req #200639 for L & G Engineering Laboratory, LLC-Amount available as of 8-10-11 $5,900.00 in relation to WA #2 to conduct a Multi-Way Stop Control Study at the intersection of La Blanca Rd. & Sioux Rd in Pct. 1.

## Attachments

WORK AUTHORIZATION #2
CONTRACT DOCUMENTATION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 08/10/2011 11:56 AM |
| Budget & Management | Merlen P. Munoz | 08/10/2011 01:33 PM |
| Ivan Cantu | Ivan Cantu | 08/10/2011 04:15 PM |
| Purchasing Department | Marty Salazar | 08/10/2011 11:56 AM |
| Budget & Management | Merlen P. Munoz | 08/10/2011 01:33 PM |

| | | |
|---|---|---|
| Ivan Cantu | Ivan Cantu | 08/10/2011 04:15 PM |
| Auditor's Office | | |
| Form Started By: Vangie Garcia | | Started On: 08/09/2011 01:47 PM |

L&G Engineering
Transportation Consultants

August 8, 2011

The Honorable Joe Quintanilla
Hidalgo County Precinct No. 1 Commissioner
1902 Joe Stephens Ave.
Weslaco, Texas 78596

**RE: Hidalgo County MPO Contract (C-11-054-04-12)**
**Work Authorization No. 2 – Multi Way Stop Control Warranty Study**

Dear Commissioner Quintanilla:

As requested, attached for your review, approval and further processing to the County are two signed originals of Work Authorization No. 2 in the amount of $5,900.00. This Work Authorization is to conduct a Multi-Way Stop Control Warrant Study at the intersection of Old La Blanca Road and Sioux Road in Precinct No. 1.

Attached you will find the following documents:

- Work Authorization No. 2
  - Exhibit A "Services to be provided by Owner"
  - Exhibit B "Services to be provided by the Engineer"
  - Exhibit C "Work Schedule" (Omitted)
  - Exhibit D "Fee Schedule" Page 1 of 3
  - Exhibit D-1 "Fee Schedule" Page 2 of 3
  - Exhibit D-2 "ETSI Fee Schedule" Page 3 of 3

As per, Article 14 - Subcontracting and Assignment of the approved Agreement, we hereby notify you that L&G Engineering will be utilizing the services of Ergonomic Transportation Solutions Inc. (E.T.S.I.), for Work Authorization No. 2. ETSI's information is included in our RFQ (2011-001-01-05-YSI) Submittal to the County on January 5, 2011.

We look forward to working with you and your staff on this project. Should you have any questions regarding this submittal, please do not hesitate to call either Mr. Gustavo O. Lopez, P.E. at (956) 585-1909 or Mr. Anthony Garza at (956) 565-9813.

Sincerely,
**L& G ENGINEERING**

Maria La G- Garza

for: Jacinto Garza, P.E.
CEO/Project Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

# HIDALGO COUNTY
# Professional Engineering Services
# Contract # C- 11-054-04-12
# Work Authorization Form

## WORK AUTHORIZATION NO. 2

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide the following:

The scope of work for Professional services is to conduct a multi-way stop control warrant study at the intersection of La Blanca Road and Sioux Road within Hidalgo County Precinct No. 1. The warrant study will follow the required guidelines listed in the Texas Manual on Uniform Traffic Control Devices ( Texas MUTCD ), latest edition and in to Hidalgo County's requirements.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization No. 2 will be based on services requested and warrant study provided as identified on Exhibit "D" Contract Rates – Item B. Multi-Way Stop Control Warranty Study (Qty 1) $5,900.00.

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.2 shall be funded through funding source:
Account No. 1-1200-431-00-121-005-0-334
Requisition Number 200639 (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Joel Quintanilla as to the content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1

---
By: Joel Quintanilla

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 16th day of August 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

---
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

---
By: Ramon Garcia
County Judge

ATTEST:

---
By: Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 8/16/11

LIST OF ATTACHMENTS

Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule (Omitted)
Exhibit D – Fee Schedule

D-1
D-2

# EXHIBIT "A"

## SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

# EXHIBIT "B"

## SERVICES TO BE PROVIDED BY THE ENGINEER

### B. MULTI – WAY STOP CONTROL WARRANT STUDIES

The purpose of a multi-way stop sign study is to determine if installation of stop signs at the intersection of two or more roadways will benefit motorists from a safety standpoint. As a minimum, the warrant study shall include: analysis of existing traffic control (if any), analysis of accident data, analysis of vehicle and pedestrian volumes, and analysis of travel speed.

### C. TRAFFIC SIGNAL WARRANT STUDIES

The purpose of a traffic signal warrant study is to determine the necessity for a signal installation at an intersection, of two or more roadways based on safety and time delay benefits which may be derived by motorists and/or pedestrians. As a minimum, the warrant study shall include: analysis of vehicle and pedestrian volumes, analysis of existing traffic control (if any), analysis of the roadway, analysis of accident data and analysis of travel speeds. Analyses shall be performed in accordance with the procedures established in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

### D. SPOT SPEED STUDIES

The purpose of a spot speed study is to measure the speed characteristics at a specified location for each direction of flow under the traffic and environmental conditions prevailing at the time of the study. Speed data may be collected manually or by automatic methods and shall be adequate sample size to satisfy statistical considerations.

### E. LEFT TURN WARRANT STUDIES

The purpose of a left turn warrant analysis is to determine if a separate left turn lane is needed on an intersection approach. The intention of separating left turn traffic from through traffic is to improve safety and minimize delay due to lengthy queues and/or inefficient controller phasing. The analysis shall include study of vehicle movements at the intersection, analysis of vehicle delay, analysis of existing traffic control and analysis of vehicle conflicts. Capacity analysis and signal optimization are not required as part of the analysis.

# EXHIBIT "D"
# FEE SCHEDULE

## COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

**ITEM A. HCMPO REPRESENTATION / HCRMA UPDATE (STATUS & PROGRESS)**

| | SERVICE | BASIS OF COMPENSATION (HOURLY RATE) | NO. OF MEEETINGS PER MONTH | TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING | TOTAL |
|---|---|---|---|---|---|
| JACINTO GARZA, P.E. | HCMPO REPRESENTATION | $195.65 | 2 | 8 HOURS | $3,130.40 |
| | HCRMA UPDATE STATUS & PROGRESS | $195.65 | 1 | 8 HOURS | $1,565.20 |
| ANTHONY GARZA | HCMPO REPRESENTATION | $75.25 | 2 | 8 HOURS | $1,204.00 |
| | HCRMA UPDATE STATUS & PROGRESS | $75.25 | 1 | 8 HOURS | $602.00 |
| MARIE BUSTAMANTE | ADMINISTRATIVE PREPARATION-MPO | $52.68 | 2 | 2 HOURS | $210.72 |
| | ADMINISTRATIVE PREPARATION-HCRMA | $52.68 | 1 | 2 HOURS | $105.36 |
| | MILEAGE REIMBURSEMENT PER MEETING | $.55 / PER MILE | 6 | 50 MILES ROUND TRIP | $165.00 |
| | | | | **MONTHLY TOTAL COST** | **$6,982.68** |

***NOTE (ITEM A):**

**ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.**

**ITEM B. MULTI-WAY STOP CONTROL WARRANT STUDY**
Three/Four Approaches $5,900.00/intersection 30

**ITEM C. TRAFFIC SIGNAL WARRANT STUDY**
Three/Four Approaches $6,300.00/intersection 30

**ITEM D. SPOT SPEED STUDY**
Spot Speed Study $2,800.00/location 15

**ITEM E. LEFT TURN BAY WARRANT STUDY**
Left Turn Warrant Studies $4,700.00/intersection 30

# EXHIBIT "D-1"
# FEE SCHEDULE
## WORK AUTHORIZATION NO. 2
## MULTI-WAY STOP CONTROL WARRANT STUDY

| TASK | COMPENSATION | QUANTITY | TOTAL COST |
|---|---|---|---|
| **WORK AUTHORIZATION NO. 2** | | | |
| **SERVICES PROVIDED BY L&G ENGINEERING** | | | |
| *Contract Management* | 1,004.04 | 1 | 1,004.04 |
| **SERVICES PROVIDED BY SUB-CONSULTANT** | | | |
| Item B. Multi-Way Stop Control Warrant Study<br>*See Attachment D-2 from ETSI (Subconsultant)* | $ 4,895.96 | $ 1.00 | $ 4,895.96 |
| Total Work Authorization No. 2 | | | **$5,900.00** |

# EXHIBIT "D-2"
# FEE SCHEDULE

## TYPE 2 - MULTI-WAY STOP CONTROL WARRANT STUDIES BUDGET BREAKDOWN

**Ergonomic Transportation Solutions, Inc.**

| MULTI-WAY STOP CONTROL WARRANT STUDIES - INCLUDES 3 LEGGED OR 4-LEGGED SIMPLE INTERSECTIONS | | | MANHOURS | | | | |
|---|---|---|---|---|---|---|---|
| | | | Project Manager | Traffic Engineer | CADD/ Designer | Administrative Assistant | Total |
| TASK | | | | | | | |
| | 1 | Conduct Field Investigations, Collect Field Data (including photos) | | | 4 | | 4 |
| | 2 | Assess Spot Speed Data | | 2 | 3 | | 5 |
| | 3 | Request Accident Data & Conduct Accident Analysis | | 4 | | | 4 |
| | 4 | Prepare Collision Diagram | | | 6 | | 6 |
| | 5 | Prepare Intersection Exhibit | | 2 | 8 | | 10 |
| | 6 | Conduct Warrant Analysis | | 6 | | | 6 |
| | 7 | Prepare Photo Album | | | 3 | | 3 |
| | 8 | Make recommendations | | 2 | | | 2 |
| | 9 | Prepare Warrant Report | 2 | 6 | | 2 | 10 |
| | | | | | | | |
| | | | | | | | |
| | | **Subtotal** | **2** | **22** | **24** | **2** | **50** |

| **Total Sheets/Labor Hours** | | **2** | **22** | **24** | **2** | **50** |
|---|---|---|---|---|---|---|
| Contract Rates | | $ 50.40 | $ 30.80 | $ 22.00 | $ 18.00 | |
| Direct Salary Cost | | $ 100.80 | $ 677.60 | $ 528.00 | $ 36.00 | $ 1,342.40 |
| Overhead Multiplier | 165.260% | $ 166.58 | $ 1,119.80 | $ 872.57 | $ 59.49 | $ 2,218.45 |
| Fixed Fee | 12.50% | $ 33.42 | $ 224.68 | $ 175.07 | $ 11.94 | $ 445.11 |
| **Total Labor Costs** | | **$ 300.80** | **$ 2,022.08** | **$ 1,575.64** | **$ 107.43** | **$ 4,005.96** |

**Ergonomic Transportation Solutions, Inc. Expenses**

EXPENSES

| | | |
|---|---|---|
| Printing Reproduction | $ | 45.00 |
| Travel (mileage) | $ | 25.00 |
| Delivery | $ | 20.00 |
| Collect 12 hr Turning Movement Counts | $ | 550.00 |
| Collect Spot Speed Data | $ | 250.00 |
| **Total Expenses** | **$** | **890.00** |

**ETSI Total Cost** **$ 4,895.96**

# HIDALGO COUNTY
# Professional Engineering Services
# Contract # C- 11-054-04-12
## Work Authorization Form

# WORK AUTHORIZATION NO. 3

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide the following:

The scope of work for Professional services is to conduct a multi-way stop control warrant study at the intersection of Mile 17 ½ and Depot Road (23rd Street) within Hidalgo County Precinct No. 4. The warrant study will follow the required guidelines listed in the Texas Manual on Uniform Traffic Control Devices ( Texas MUTCD ), latest edition and in to Hidalgo County's requirements.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization No. 3 will be based on services requested and warrant study provided as identified on Exhibit "D" Contract Rates - Item B. Multi-Way Stop Control Warranty Study (Qty 1) **$5,900.00**.

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.3 shall be funded through funding source:
Account No. 1-1204-431-00-124-007-0-334
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 3.

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT NO. 4**

Joseph Palacios
_____
**By: Joseph Palacios**

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 10/25/11 day of Oct. 25, 2011 as indicated below.

**THE ENGINEER:**
**L&G ENGINEERING**

_____
**By: Jacinto Garza, P.E.**
**President**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Ramon Garcia**
**County Judge**

Approved by Commissioners' Court
on 10/25/11 RO

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

LIST OF ATTACHMENTS

Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule (Omitted)
Exhibit D – Fee Schedule (Page 1 of 2)
Exhibit D1 – Fee Schedule (Page 2 of 2)

# EXHIBIT "A"

## SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

# EXHIBIT "B"

## SERVICES TO BE PROVIDED BY THE ENGINEER

### B. MULTI – WAY STOP CONTROL WARRANT STUDIES

The purpose of a multi-way stop sign study is to determine if installation of stop signs at the intersection of two or more roadways will benefit motorists from a safety standpoint. As a minimum, the warrant study shall include: analysis of existing traffic control (if any), analysis of accident data, analysis of vehicle and pedestrian volumes, and analysis of travel speed.

# EXHIBIT "D"
# FEE SCHEDULE

## COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

**ITEM A. HCMPO REPRESENTATION / HCRMA UPDATE (STATUS & PROGRESS)**

| | SERVICE | BASIS OF COMPENSATION (HOURLY RATE) | NO. OF MEEETINGS PER MONTH | TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING | TOTAL |
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| | HCRMA UPDATE STATUS & PROGRESS | $195.65 | 1 | 8 HOURS | $1,565.20 |
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| | HCRMA UPDATE STATUS & PROGRESS | $75.25 | 1 | 8 HOURS | $602.00 |
| MARIE BUSTAMANTE | ADMINISTRATIVE PREPARATION-MPO | $52.68 | 2 | 2 HOURS | $210.72 |
| | ADMINISTRATIVE PREPARATION-HCRMA | $52.68 | 1 | 2 HOURS | $105.36 |
| | MILEAGE REIMBURSEMENT PER MEETING | $.55 / PER MILE | 6 | 50 MILES ROUND TRIP | $165.00 |
| | | | | **MONTHLY TOTAL COST** | **$6,982.68** |

***NOTE (ITEM A):**

**ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.**

**ITEM B. MULTI-WAY STOP CONTROL WARRANT STUDY**
Three/Four Approaches $5,900.00/intersection 30

**ITEM C. TRAFFIC SIGNAL WARRANT STUDY**
Three/Four Approaches $6,300.00/intersection 30

**ITEM D. SPOT SPEED STUDY**
Spot Speed Study $2,800.00/location 15

**ITEM E. LEFT TURN BAY WARRANT STUDY**
Left Turn Warrant Studies $4,700.00/intersection 30

# EXHIBIT "D-1"
# FEE SCHEDULE
## WORK AUTHORIZATION NO. 3
## MULTI-WAY STOP CONTROL WARRANT STUDY

| TASK | COMPENSATION | QUANTITY | TOTAL COST |
|---|---|---|---|
| **WORK AUTHORIZATION NO. 3** | | | |
| **SERVICES PROVIDED BY L&G ENGINEERING** | | | |
| *Contract Management* | 1,004.04 | 1 | 1,004.04 |
| **SERVICES PROVIDED BY SUB-CONSULTANT** | | | |
| Item B. Multi-Way Stop Control Warrant Study<br>*TEDSI (Subconsultant)* | $ 4,895.96 | $ 1.00 | $ 4,895.96 |
| Total Work Authorization No. 3 | | | **$5,900.00** |

# CC APPROVED ON 10/25/11

**AGENDA**
**CC REGULAR**
**HIDALGO COUNTY**
**COMMISSIONERS COURT MEETING**
**October 25, 2011**
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

   A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

   2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

   B. **AI-29202** Extension Services:
   1. Requesting authorization and approval for 4 employees to travel to Corpus Christi, TX for the 2011 District 12 Fall Faculty Conference to be held on Nov. 7-10, 2011.

   2. Requesting authorization and approval for Barbara Storz to travel to Huntsville, TX for the Master Gardener Specialist training to be held on Nov. 16-18, 2011.

   C. **AI-29288** Requesting approval to authorize the City of Mcallen to utilize The Anzalduas Park for The Annual International Friendship Run on Sunday, Nov. 20, 2011.

7. **Constables:**

   A. **AI-29210** Constable Pct. 1:
   Discussion, consideration and approval to appoint David Molina and Richard G. Acevedo as reserve deputy constables by Constable Celestino Avila Jr., Constable Precinct 1 in accordance with Texas Local Government Code 86.012.

   B. **AI-29217** Constable Pct. #1:
   Approval of Corrected 2009 Elected Official Bond for Constable Celestino Avila Jr.

8. **County Clerk's Office - Arturo Guajardo, Jr.:**

   A. **AI-29209** Requesting approval of Official Bond for Elections Administrator Yvonne Ramon.

9. **Sheriff's Office - Chief Martinez:**

   A. **AI-29208** Requesting approval for reimbursement for Senior Deputy Rene Tijerina in the amount of $30.19.

   B. **AI-28466** 1. Discussion, authorization, and approval to execute the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the City Police Departments of

CC APPROVED ON 10/25/11

Las Estrellas No. II Subdivision – Pct. 3 (Oscar Garza Jr.)
Las Estrellas No. III Subdivision – Pct. 3 (Oscar Garza Jr.)
Julia Moreno Acres Subdivision – Pct. 3 (Julia Moreno)
Apache Estates Subdivision – Pct. 1 (Kyndel Bennett)

2. Final Approval:
La Paloma Estates Unit 3 Subdivision – Pct. 1 (Kyndel Bennett)
La Paloma Estates Unit 4 Subdivision – Pct. 1 (Kyndel Bennett)

3. Reimbursement of a Cash Deposit:
San Carlos Gardens No. 2 – Pct. 4 (Benchmark Farms)

**20. Budget & Management - Sergio Cruz:**

**A. Budget Appropriations:**

**1. AI-29255** Pct. #2 R&B (1200):
a. Approval of Certification of Revenues by the County Auditor for TxDOT Reimbursement of BCAP Forced Labor

b. Approval of 2011 appropriation of funds into McColl Offsite Drainage Project (program 047) in the amount of $63,976.19

**21. Purchasing Department - Marty Salazar:**

**Notes:**
**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

**1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

**2. Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

**3.** Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

**4. AI-29247** Requesting Commissioners' Court to accept the three (3) Request for Proposal (RFP) responses submitted and designate an evaluation committee to evaluate the three (3) responses received for "Credit Card Payment System" - Hidalgo County.

**5. AI-29215** Requesting approval to declare as surplus numerous items and vehicles (County Owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

**6. AI-29157** a. Presentation of scoring grid (for the purpose of ranking by CC) of the firms responding to request for proposals for "Consulting Services to Assist Hidalgo County in Grant Writing and Updating Master Parks Plan":

# CC APPROVED ON 10/25/11

| Vendor | Score/Points | Rank |
|---|---|---|
| Halff & Associates | 364 | |
| Vazaldua & Associates | 284 | |

b. Authority for Purchasing Department to proceed with negotiations with the number one ranked firm of _____for the provision of Consulting Services to assist Hidalgo County in Grant Writing and Updating Master Parks Plan".

7. **AI-29153** Presentation of sole bid received from vendor (Rio Valley Pipe, LLC) that submitted bid meeting all specifications and requirements including approval of contract for: "Pipes-Reinforced Concrete, Tongue & Groove, Rubber Gasket Joint Concrete Pipes, Inlets & Manholes" (RFB No. 11-243-09-28-YSI) with effective dates of October 25, 2011 to December 31, 2012.

**B. Pct. 1**

1. **AI-29169** Acceptance and approval for Work Authorization No. 001 in connection to Contract #C-11-202-08-09 in the amount of $66,960.00 with Guzman & Munoz Engineering and Surveying Inc. for on-site and off-site civil engineering design to include topography, right of way and easement surveying services, engineering design, drainage study, and field services during construction, as per Exhibit "B" for the new Hidalgo County Precinct 1 Constable Office.

**C. Pct. 4**

1. **AI-29159** Acceptance and approval of a Professional Construction Management Agreement with Prodigy Construction Management LLC, for the"CONSTRUCTION OF NEW ADMINISTRATION OFFICES/BUILDING for HIDALGO COUNTY PRECINCT No. 4."

2. **AI-29257** Authority to purchase heavy machinery and/or equipment detailed herein from John Deere awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #373-11 for Project #2011-259-OGG:

   One (1) JD 4105 Tractor with Loader amount not to exceed ------$22,392.41; pricing include but not limited to delivery, TASB fees & warranties- project #2011-259-OGG.

3. **AI-29237** Requesting acceptance and approval of Supplemental Agreement #1 to Work Authorization #1 submitted by HALFF ASSOCIATES, INC., in the amount of $ 11,700.00, with revised total cost amount $46,200.00 for "engineering services" on the ongoing project (ELECTIONS WAREHOUSE) in connection to agreement #C-10-340-10-19 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

APPROVED

4. **AI-29256** Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $5,900.00) for Mile 17 1/2 & Depot Rd. (aka 23rd St.) with L&G Consulting Engineers Inc. dba L & G Engineering to provide a Multi-Way Stop Control Warranty Study to Hidalgo County Precinct No. 4 - C-11-054-04-12

5. **AI-29233** Acceptance, and approval of Work Authorization No. 3 (with an estimated cost of $4,517.56 ) for Owassa Rd. and Seminary Rd. with L&G Engineering Laboratory, L.L.C. to provide construction material testing services to Hidalgo County Precinct No. 4 - C-11-062-04-12.

**D. Health & Human Services Dept.**

1. **AI-29158** a. Acceptance of the sole response received (evaluated and scored by user department) from Network Sciences, Inc. for the request for proposals for: "Software Services for Indigent Health Care System for Hidalgo County Health and Human Services";

   b. Award proposal received from Network Sciences, Inc. in the amount of $97,800.00 plus $2,400.00/year for optional services (TMHP verification-$200.00/month) including approval of the contract (subject to legal counsel's review as to form).

**E. Sheriff's Office**

1. **AI-29203** a. Requesting exemption from competitive bidding requirements under Texas Local

# County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

# MEMO

DATE: NOVEMBER 30, 2011
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #7
C-08-477-12-09

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING **WORK AUTHORIZATION NO. 7** IN THE AMOUNT OF **$2,500.00** FOR **QUINTANILLA, HEADLEY AND ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FISCAL IMPACT: ACCOUNTS:
**1-1342-431-00-124-039-0-711** **$2,500.00**

NOTE: CURRENTLY FUNDING FOR THIS WORK AUTHORIZATION IS NOT IN PLACE. A TRANSFER HAS BEEN PREPARED UNDER AGENDA ITEM AI-29899 (SEE ATTACHED) AND SUBMITTED.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES

**AI-29899** **3. 0.**

**CC CONSENT**

**Meeting Date:** 12/06/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2010 A&B - Precinct #4 Drain Improvments (program 036) to Fike Pond (program 039) in the amount of $2,500.00

BACKGROUND

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | | |
| Auditor's Office | | |
| Form Started By: Jr. Munoz | | Started On: 11/30/2011 10:56 AM |

**DATE:** November 30, 2011

**2011**
**Transfer**
**29899**

**DEPARTMENT HEAD:** Joseph Palacios

**DEPARTMENT NAME:** Hidalgo County Precinct No.4
CO 2010A&B Pct4 Drain Improvement

**ACCOUNT NUMBER:** 1-1342-431-00-124-036-0-890

**SUBJECT:** **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

**Contact:** Rumaldo Munoz Jr.
**Ph#:** 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| ACCOUNT NUMBER | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| **From:** | | |
| **1-1342-431-00-124-036-0-890** | **CO2010A&B Pct4 Drain Improv.- Other** | **(2,500.00)** |
| | | |
| | | |
| **To:** | | |
| **1-1342-431-00-124-039-0-711** | **CO2010A&B Pct4 Fike Pond.- Right-of-Way** | **$2,500.00** |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **0.00** |

**REASON:**
**Transfer to cover Work Authoriztion No. 7.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

**Consulting Engineers ★ Land Surveyors**
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

November 29, 2011

Mr. Joseph Palacios
Commissioner
Hidalgo County Precinct No.4
1102 N. Doolittle Road
Edinburg, Texas 78539

**Re: San Carlos Drainage Improvements**
**Professional Services Contract # C-08-477-12-09**
**Fike Pump Station**
**Work Authorization No.7**

Dear Commissioner Palacios:

As requested by Mr. J. Benito Rodriguez, attached please find the work authorization form and attachments for the surveying services of the proposed parcel of land for this project.

Should you have any questions, please feel free to call me at 381-6480.

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-08-477-12-09
## Work Authorization Form

# WORK AUTHORIZATION No. 7

**THIS WORK AUTHORIZATION No.7** is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional engineer of Edinburg, Texas, hereinafter called **"Engineer".**

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization No.7 is for the **Engineer** to provide field surveying for: **San Carlos Drainage Improvements (Fike Pump Station)**

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization No.7 is **$ 2,500.00**.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization No.7 shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.7 shall be funded through funding source:
Account No. **1-1342-431-00-124-039-0-711**
Requisition Number **206775** **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**
This Work Authorization No.7 shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work .**

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Work Authorization No.7 does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by **Hidalgo County Precinct No.4, Commissioner Joseph Palacios** as to content and detail of this **Work Authorization No.7.**

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT No.4**

BY: _____
Joseph Palacios., County Commissioner

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization No.7 is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

**THE ENGINEER:**
Quintanilla, Headley and Associates, Inc.

_____
By:Alfonso Quintanilla, P.E.

**THE OWNER:**
Hidalgo County

_____
By:Ramon Garcia, County Judge

**ATTEST:**

_____
By: Arturo Guajardo, Jr., County Clerk

## LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Engineer
ATTACHMENT "B" - Service to be Provided by the Owner
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Engineering Hourly Rates
ATTACHMENT "E" - Cost Proposal (Fee Breakdown Schedule)

# EXHIBIT "A"

## Project: Hidalgo County Precinct No. 4 – San Carlos Drainage Improvements

## Contract No. C-08-477-12-09

## Work Authorization No. 7

## Scope of services to be provided by the Engineer

1. Perform parcel survey, prepare metes and bounds descriptions for Fike Pump Station Site.

# EXHIBIT "B"

## Project: Hidalgo County Precinct No. 4 – "San Carlos Drainage Improvements"

## Contract No. C-08-477-12-09

## Work Authorization No. 7

## Scope of services to be provided by the Owner

### GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

# EXHIBIT "C"

## Work Schedule

## Project: Hidalgo County Precinct No. 4 – San Carlos Drainage Improvements

## Contract No. C-08-477-12-09

## Work Authorization No. 7

The Engineer shall provide the deliverables for this project as follows:

5 days after the written notice to proceed.

# EXHIBIT "D"

## Engineer's Hourly Rates

## Project: Hidalgo County Precinct No. 4 – San Carlos Drainage Improvements

## Contract No. C-08-477-12-09

## Work Authorization No.7

| | |
|---|---|
| 1. Licensed Professional Engineer | $ 150.00 |
| 2. Registered Professional Land Surveyor | $ 150.00 |
| 3. Three Man Survey Crew | $ 125.00 |
| 4. Computer Technician | $ 85.00 |
| 5. Administrative | $ 60.00 |
| 6. Research | $ 50.00 |

# EXHIBIT "E"

## Project: Hidalgo County Precinct No.4 – San Carlos Drainage Improvements

## Contract No. C-08-477-12-09

## Work Authorization No.7

## Cost Proposal (Fee Breakdown)

1. Site survey parcel 1 @ $ 2,500.00 = $ 2,500.00

Total fee = $ 2,500.00

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-08-477-12-09**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Quintanilla, Headley & Associates, Inc.** professional engineers of **Edinburg, Texas**, hereinafter called the **"Engineer".**

**WITNESSETH:**

**Whereas**, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **"San Carlos Drainage Improvements"** projects **(On An As Needed Basis)** for **Hidalgo County Precinct Number 4** hereinafter referred to as the("Project").

**NOW, THEREFORE,** the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree asfollows:

**ARTICLE 1. Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services.** This Agreement will provide for the development of the **Project** with the following:

**2.1 Scope of Work.** The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"-** ***Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in**EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreementexchange for such services.

**2.4 Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

**ARTICLE 3. Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date.** This Agreement shall terminate at the close of business **upon completion of this project** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written

notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed.

Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present

such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule,** including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

**5.1 *Services*.** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2 *Special Services*.** Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR**. Actual performances of service of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL**. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

**ARTICLE 6. Method of Payment.**

**6.1 Request for Payment**. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work**

**Authorization**(s) approved by the **Owner. 6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the

**Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6 Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization**. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements**. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

**Article 9. Additional Work**. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

**10.3 Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if th **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final

plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

**ARTICLE 11. Ownership and Release of Documents.**

**11.1 Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information**. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12 Discounts, Rebates, Refunds**. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

**ARTICLE 13. Records, Accounting, Inspection**. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

**ARTICLE 14. Subcontracting and Assignment**. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents**. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information**. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the

**Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

**16.2 Inventions**. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to

**Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

**17.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

**17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services

hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind ghat will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use

of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

**ARTICLE 18. Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification**. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability**. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of

any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21 Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

**(1)** Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article

3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

**ARTICLE 22. Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Non-Collusion**. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities**. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

**ARTICLE 26. Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 28. Notices.** All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

| | |
|---|---|
| **OWNER:** | **ENGINEER**: |
| **Hidalgo County** | **Quintanilla, Headley & Associates, Inc.** |
| **100 E. Cano, 2nd, Floor** | **124 East Stubbs Street** |
| **Edinburg, Texas 78539** | **Edinburg, Texas 78539** |

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the

**Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

**WITNESS WHEREOF,** the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 9th day of December, **2008.**

**ENGINEER:**
**QUINTANILLA, HEADLEY & ASSOCIATES, INC.**

**BY:** _____
Alfonso Quintanilla, P.E., R.P.L.S.

**OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Juan D. Salinas, III, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on December 9th, 2008.

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be Provided by the Owner |
| **EXHIBIT B** | -Scope of Services to be provided by the Engineer |
| **EXHIBIT C** | -Work Schedule |
| **EXHIBIT D** | -Engineer's Rates |
| **EXHIBIT E** | -Work Authorization Form |
| **EXHIBIT F** | -Supplemental Agreement Form |
| **EXHIBIT G** | -Certificate of Insurance (*Hidalgo County*) |

# EXHIBIT A

-Scope of Services to be Provided by the Owner

# Exhibit "A"

## Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project.

**General**

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 6 of this Agreement.

3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.

4) Provide any available relevant data the Owner may have on file concerning the project.

5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreement upon work schedule prepared in accordance with Exhibit "C" attached to this Agreement.

6) Attend and participate in progress meetings as required and as coordination and conducted by the Engineer.

7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

# EXHIBIT B

-Scope of Services to be
Provided by the Engineer

# EXHIBIT "B"

## Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

## Scope of Services by Engineer

A. Preliminary Phase:

(1) Attend preliminary conferences with the Owner regarding the project.

(2) Prepare preliminary layouts, sketches and cost estimates for the Project.

(3) Furnish the Owner 2 copies of the preliminary layouts, sketches, and cost estimates.

B. Design Phase:

(1) Perform right of way research, mapping, surveying and all services related to development of right-of-way maps for the Project, and prepare right-of-way map for Owner. Any revisions to right of way map shall be made by Engineer promptly and at no cost or expense to Owner. Engineer shall immediate furnish such revised right of way map at no charge to Owner.

(2) Perform field surveys and field layouts necessary to collect information (topographic) required in the design of the Project.

(3) Perform parcel surveys, prepare metes and bounds descriptions for existing right of way and additional right of way as required by the project.

(4) Plan and supervise other surveys, soil borings, foundation investigations and tests as may be required for design.

(5) Furnish to the Owner, the engineering data necessary for applications for permits required by local, state and federal authorities.

(6) Prepare detailed contract drawings and specifications for construction authorized by the Owner. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy and shall be submitted to the applicable state and federal agencies for approval.

(7) Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

(8) Furnish to the Owner all necessary copies of approved plans, specifications, notice to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.

(9) Assist the Owner in the advertisement of the Project for bids.

(10) Assist the Owner in the opening and tabulation of bids for construction on the project, and recommend to the Owner as to the proper action on all proposals received.

(11) Assist in the preparation of formal contract documents for the award of contracts.

(12) Prepare and assist owner in preparing any reports, plans, documentations, studies or other material of any nature whatsoever, which Owner may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline.

C. Construction Phase:

(1) The Engineer shall consult and advise Owner and act as Owner's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of Engineer as assigned in the General Conditions of the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing.

(2) All field surveys and field layouts, including construction staking and right of way staking.

(3) Consult and advise with the Owner during construction.

(4) Furnish the services of a resident Engineer and inspectors if Owner requests Engineer to do so, for continuous on-the-site inspection of construction, at Owner's expense.

(5) Check shop or working drawings furnished by contractors.

(6) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

(7) Prepare, explain and submit proposed contract change orders when applicable.

(8) Supervise initial operation of the Project, following the completion of construction and supervise the necessary performance tests required by specifications.

(9) Perform, in company with the Owner's representatives, a final inspection of the Project.

(10) Revise contract drawings to show the work as actually constructed and furnish the Owner with 5 sets of prints.

# EXHIBIT C

-Work Schedule

# EXHIBIT "C"

**Work Schedule**

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# EXHIBIT "C"

## Work Schedule

## Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

The Engineer shall provide the deliverables for this project as follows:

- Preliminary Design – 90 days from the date of written authorization to proceed.
- Final Design – A period which may reasonably be required for the design based on a written authorization from County Commissioner.
- Construction staking – As required by contractor.

# EXHIBIT D

-Engineer's Contract Rates

**EXHIBIT "D"**

**Engineer's Hourly Rates**

**Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"**

| | |
|---|---|
| 1. Registered Professional Engineer | $ 150.00 |
| 2. Registered Professional Land Surveyor | $ 150.00 |
| 3. Three Man Survey Crew | $ 125.00 |
| 4. Computer Technician | $ 85.00 |
| 5. Administrative | $ 60.00 |
| 6. Research | $ 50.00 |

# EXHIBIT E

-Work Authorization

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # _____
## Work Authorization Form

# WORK AUTHORIZATION NO. ___

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** ___.

**HIDALGO COUNTY COMMISSIONER PCT.** ___

**BY:** _____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2006.

**THE ENGINEER:**

_____

**By: Engineer**

**THE OWNER:**
**HIDALGO COUNTY**

_____

**By: Juan D. Salinas, III, County Judge**

**ATTEST:**

_____

**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# EXHIBIT F

-Supplemental Agreement Form

# EXHIBIT "F"

**Supplemental Agreement Form**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____
(hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ___ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to

_____

_____

**A.** AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:**
**ENGINEER**

**BY:**_____

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

# EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2008

PRODUCER
GREG KLEMENT
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, TX 78539

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: EVANSTON INSURANCE | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY | AE816091 | 09/19/2008 | 09/19/2009 | EACH OCCURRENCE | $ 1,000,000 |
| | | COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | [X] CLAIMS MADE [ ] OCCUR | | | | MED EXP (Any one person) | $ |
| | | [X] Professional E&O | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $ |
| | | [X] POLICY [ ] PRO-JECT [ ] LOC | | | | | |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ANY AUTO | | | | BODILY INJURY (Per person) | $ |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | HIRED AUTOS | | | | | |
| | | NON-OWNED AUTOS | | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | [ ] OCCUR [ ] CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | DEDUCTIBLE | | | | | $ |
| | | RETENTION $ | | | | | $ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: PAVED / UNPAVED ROADS

AI 102649

CERTIFICATE HOLDER

HIDALGO COUNTY PRECINCT 4
ATTN: OSCAR GARZA
1102 N. DOOLITTLE RD.
EDINBURG TX 78541-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

# CERTIFICATE OF INSURANCE

This certifies that

- ☒ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: QUINTANILLA, HEADLEY & ASSOCIATES INC.

Address of policyholder: 124 E STUBBS EDINBURG, TX 78539

Location of operations:

Description of operations:

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD Effective Date | POLICY PERIOD Expiration Date | LIMITS OF LIABILITY (at beginning of policy period) |
|---|---|---|---|---|
| 90-63-2329-1L | Comprehensive Business Liability | 03/30/2008 | 03/30/2009 | BODILY INJURY AND PROPERTY DAMAGE |
| This insurance includes: | ☒ Products - Completed Operations<br>☒ Contractual Liability<br>☐ Underground Hazard Coverage<br>☐ Personal Injury<br>☐ Advertising Injury<br>☐ Explosion Hazard Coverage<br>☐ Collapse Hazard Coverage<br>☐<br>☐ | | | Each Occurrence $ 1,000,000<br>General Aggregate $ 2,000,000<br>Products – Completed Operations Aggregate $ 2,000,000 |
| | EXCESS LIABILITY<br>☐ Umbrella<br>☐ Other | POLICY PERIOD Effective Date | POLICY PERIOD Expiration Date | BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)<br>Each Occurrence $<br>Aggregate $ |
| 90-LN-5307-0 | Workers' Compensation and Employers Liability | 10-11-2008 | 10-11-2009 | Part 1 STATUTORY<br>Part 2 BODILY INJURY<br>Each Accident $ 100,000<br>Disease - Each Employee $<br>Disease - Policy Limit $ |

| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD Effective Date | POLICY PERIOD Expiration Date | LIMITS OF LIABILITY (at beginning of policy period) |
|---|---|---|---|---|
| 014 9630F14 53B | Auto Insurance | 12/14/2008 | 12/14/2009 | 500/500/500 |
| | | | | |
| | | | | |

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

Name and Address of Certificate Holder

COUNTY OF HIDALGO

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

Agent — 12/10/2008

Title — Date

Agent's Code Stamp

AFO Code 6720

558-994 a.4 11-12-2002 Printed in U.S.A.

# CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: Quintanilla, Headly & Associates

Address of policyholder: 124 East Stubbs Edinburg, TX 78539

Location of operations: 124 East Stubbs Edinburg, TX 78539

Description of operations:

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subje to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD Effective Date | POLICY PERIOD Expiration Date | LIMITS OF LIABILITY (at beginning of policy period) |
|---|---|---|---|---|
| 90-63-2329-1L | Comprehensive Business Liability | 03-30-2008 | 03-30-2009 | BODILY INJURY AND PROPERTY DAMAGE |
| This insurance includes: | ☒ Products - Completed Operations<br>☐ Contractual Liability<br>☐ Personal Injury<br>☐ Advertising Injury<br>☐<br>☐<br>☐ | | | Each Occurrence $ 1,000,000<br>General Aggregate $ 2,000,000<br>Products – Completed Operations Aggregate $ |
| 90-EJ-3010-1F | EXCESS LIABILITY<br>☒ Umbrella<br>☐ Other | 03-26-2008 | 03-26-2009 | BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)<br>Each Occurrence $ 1,000,000<br>Aggregate $ |
| 90-L6-9670-5F | Workers' Compensation and Employers Liability | 10-11-2008 | 10-11-2009 | Part I - Workers Compensation - Statutory<br>Part II - Employers Liability<br>Each Accident $ 500,000<br>Disease - Each Employee $ 500,000<br>Disease - Policy Limit $ |
| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD Effective Date | POLICY PERIOD Expiration Date | LIMITS OF LIABILITY (at beginning of policy period) |
| 030 1531 F28 53G | Auto Liability | 06-28-2008 | 12-28-2008 | 500,000 |
| | | | | |
| | | | | |

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

Name and Address of Certificate Holder

HIDALGO COUNTY
Precinct # 4
Paved/Unpaved Roads

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
Juan Cazares 10-20-2008
Title Date
Agent
Agent Name
Telephone Number 956-381-0928

Agent's Code Stamp
Agent Code 6720
AFO Code F116

STATE FARM INSURANCE
JUAN CAZARES, AGENT
140[illegible]
EDIN[illegible]
(956) 381-0928

558-994 a.6 Printed in U.S.A. Rev. 05-09-2008

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-08-477-12-09
## Work Authorization Form

# WORK AUTHORIZATION No. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional surveyor of Edinburg, Texas, hereinafter called **"Engineer".**

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide design for: **San Carlos Drainage Improvements.**

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A"*** – ***Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$750,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:
Account No. 8-1204-431-00-124-0360-733
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of the scopes of work**.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner Oscar L. Garza, Jr.,** as to content and detail of this **Work Authorization No. 1.**

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT No. 4**

**BY:** _____
**Oscar L. Garza, Jr., County Commissioner**

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 12/9/08 as indicated below and effective as of 9th day of December, 2008.

**THE ENGINEER:**
Quintanilla, Headley and Associates

_____
Alfonso Quintanilla, PE

**THE OWNER:**
Hidalgo County

_____
Juan D. Salinas, III, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Service to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Engineering Hourly Rates
ATTACHMENT "E" - Fee Breakdown Schedule

# EXHIBIT "A"

## Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

## Work Authorization No.1

## SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

### GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

# EXHIBIT "B"

## Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

## Work Authorization No.1

## Scope of Services by Engineer

(1) Perform parcel surveys, prepare metes and bounds descriptions for existing right of way and additional right of way as required by the project.

# EXHIBIT "C"

## Work Schedule

## Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

## Work Authorization No.1

The Engineer shall provide the deliverables for this project as follows:

- 240 days from the date of written authorization to proceed.

**EXHIBIT "D"**

**Engineer's Hourly Rates**

**Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"**

**Work Authorization No.1**

| | |
|---|---|
| 1. Registered Professional Engineer | $ 150.00 |
| 2. Registered Professional Land Surveyor | $ 150.00 |
| 3. Three Man Survey Crew | $ 125.00 |
| 4. Computer Technician | $ 85.00 |
| 5. Administrative | $ 60.00 |
| 6. Research | $ 50.00 |

**EXHIBIT "E"**

**Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"**

**Fee Breakdown**

**Work Authorization No.1**

1. Right of Way Parcels (300 estimated parcels) @ $ 2,500.00 =$750,000.00

Total fee: $ 750,000.00

**AI-12638** **15.E.1.**

**Pct 4-Prof Engineering Agreement-QHA-"San Carlos Drainage Improvements Project"-C-08-477-12-09**

**CC REGULAR**

**Date:** 12/09/2008
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 4

## Information

**CAPTION**

A. Requesting approval of a professional engineering services contract (sent to legal counsel for review as to form) with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for the purposes of engineering services for the "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" for Hidalgo County Precinct No. 4 (as selected for negotiations through County's protocol from the "POOL" of engineers by C.C. on 11/25/08);

B. Presentation for consideration, discussion, acceptance, and approval of WORK AUTHORIZATION #1 with a proposed fee of $750,000.00 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" (ROW Surveying of 300 estimated parcels) within Hidalgo County Precinct No. 4, in connection to Contract No. C-08-477-12-09.

**BACKGROUND**

Prof Engineering Agreement-QHA-(Currently being reviewed by legal counsel)
Work Authorization No. 1-QHA-$750,000.00

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1204-431-00-124-036-0-733
**FUNDS AVAILABLE Y/N?:** No **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Funding pending approval of AI#12676 CC 12-9-08. Pct#4 appropriation of $1,000,000.00 from the General Fund unreserved fund balance.

## Attachments

Link: Draft Agreeement-QHA
Link: WA#1-QHA

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 12/05/2008 10:13 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 12/05/2008 10:18 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 12/05/2008 02:58 PM | APRV |
| 4 | Auditor's Office | | 12/05/2008 05:03 PM | NEW |

Form Started By: Letty Saenz Started On: 12/03/2008 05:19 PM
Final Approval Date: 12/05/2008

**AI-29923** **19. E. 1.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Acceptance and approval of Work Authorization No. 2 with Paul M. Vazaldua d/b/a Vazaldua & Associates in the amount of $ 5,000.00 in connection to contract #C-11-269-10-18 for: "Professional Services Agreement" with PAUL M. VAZALDUA d/b/a VAZALDUA & ASSOCIATES for the purposes of providing "Consulting Services" in the categories which include specific grants and related areas for Judicial Court Functions and Efficiencies for the the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence.

### BACKGROUND

WA#2-Vazaldua & Associats-C-11-269-10-18

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-412-00-007-001-0-350

**FUNDS AVAILABLE Y/N?:** Y/pending **MATCHING FUNDS Y/N?:** N

### BUDGETARY IMPACT:

Funds in the amount of $5,000.00 for Work Authorization #2 available, pending approval of intradepartmental transfer, refer to AI-29855.

## Attachments

C-11-269-10-18-Vazaldua & Assoc

WA#2-C-11-269-10-18-Vazaldua

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 10:30 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 10:37 AM |
| Sylvia Solis | Sylvia Solis | 12/02/2011 01:13 PM |
| Auditor's Office | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Letty Saenz Started On: 11/30/2011 02:00 PM

Final Approval Date: 12/02/2011

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
## C-11-269-10-18

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **PAUL M. VAZALDUA, JR. d/b/a VALZALDUA & ASSOCIATES,** Professional Consultant, of **McAllen, Texas**, hereinafter called the **"Consultant".**

**WITNESSETH:**

**WHEREAS,** the **Owner** desires to contract with the **Consultant** to provide professional consulting services related to **"Assist with Project Specific Grants and related areas for Judicial Court Functions and Efficiencies for the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence., (Including all Funding Sources, Programs and Entities)"** hereinafter referred to as the **"Project"**. **WHEREAS**, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 262.024 (a) (4), (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a Professional Consultant to assist the County by providing the Services;

**WHEREAS**, County has selected the Consultant to provide the Services within **Hidalgo County**, in accordance to **EXHIBIT "A"** Request for Qualifications (RFQ) Procurement Packet.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Consultant do mutually agree as follows:

**ARTICLE 1. Employment of Consultant**. The **Owner** agrees to employ the **Consultant** and the **Consultant** agrees to perform professional consulting services in connection with the **Project** as stated in the

articles to follow and for having rendered such services, the owner agrees to pay **the Consultant** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services**. This Agreement will provide for the development of the **Project** with the following:

**2.1 Scope of Work**. The **CONSULTANT** agrees to provide those services more particularly as described on **EXHIBIT "B"** attached hereto and made part of this agreement. **CONSULTANT** shall provide the services for the rates and fees described on **EXHIBIT "B"** attached hereto and made part of this agreement. Consultant shall commence work upon receipt of a Work Authorization issued by County.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Consultant**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work**. The **Consultant** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

**2.4 Non-Exclusive Services of Consultant, Hidalgo County** reserves the right to request these services from other sources other than the consultant and shall not be in violation of any terms or conditions of this Agreement.

**ARTICLE 3. Period of Service**. Upon execution of this Agreement, the **Consultant** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date**. This Agreement will terminate on **October 17, 2012** hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Consultant** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Consultant** for work performed or costs incurred by the **Consultant** prior to the date authorized by the **Owner** for the **Consultant** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date**. The **Consultant** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed

before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Consultant** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Consultant** to extend the **Termination Date.**

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Consultant**, followed by written confirmation from the **Owner** to the **Consultant** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Consultant**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Consultant**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Consultant.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Consultant** and the **Owner** prior to the **Termination Date.**

**3.4 Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Consultant.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Consultant** and the **Owner**.

(3) By the **Owner,** upon failure of the **Consultant** to fulfill the **Consultant's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Consultant** of such failure and the

**Consultant** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Consultant**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Consultant** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Consultant.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Consultant.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Consultant** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Consultant** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Consultant** to fulfill the **Consultant's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Consultant** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Consultant** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Consultant**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Consultant** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Consultant,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Consultant** under this Agreement, except the obligations set forth in Articles 11, 12, 13, 15, 16, 17, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination**. The **Consultant** shall, from time to time during the progress of the work, confer with the **Owner**. The **Consultant** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Consultant's** services and work.

At the request of the **Owner** or the **Consultant**, conferences shall be provided at the **Consultant's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Consultant's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Consultant's** preliminary report will be addressed by the **Consultant** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Consultant's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Consultant's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Consultant** to determine the corrective action needed by either the **Owner** or the **Consultant.**

The **Consultant** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Consultant's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Consultant** within established time periods; this disclosure will be accompanied by a statement by the **Consultant** of

recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the Consultant, the Owner shall compensate the Consultant as follows:

**5.1** ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Consultant**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Consultant** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Consultant** for ***Services*** shall be made by the **Owner**, upon presentation by the **Consultant** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2** ***Special Services***. Those services that may be required to provided by the **Consultant** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Consultant,** the **Owner** shall pay the **Consultant** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement.

**ARTICLE 6. Method of Payment.**

**6.1 Request for Payment**. Payments to the **Consultant** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Consultant** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Consultant** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Consultant** shall submit to the **Owner** for approval a **Request for Payment**.

Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Consultant** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Consultant** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Consultant** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

**6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Consultant** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Consultant** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Consultant** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Consultant** delivers to the **Owner** an affidavit that so far as the **Consultant** has knowledge or information any and all amounts due for materials and services over which the **Consultant** has control have been paid.

**6.3 Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Consultant** hereunder if any one or more of the following conditions precedent exist:

The **Consultant** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(1) Any part of such payment is attributable to the **Consultant's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Consultant's** services which were performed in accordance with this Agreement.

(2) The **Consultant** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Consultant;**

(3) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Consultant's** services in accordance with this Agreement, no additional payments will be due the **Consultant** hereunder unless and until the **Consultant,** at its sole cost, performs a sufficient portion of the **Consultant's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Consultant's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Consultant's** services to which such partial payment related or relieves the **Consultant** of any of its obligations hereunder with respect thereto.

**6.5** The **Consultant** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Consultant's** services.

**6.6 Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Consultant** appearing after completion of the **Project.** (2) failure of the **Consultant's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Consultant** except those previously made in writing and identified by the **Consultant** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization**. After execution of this Agreement, the **Consultant** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Consultant** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Consultant** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Consultant** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Consultant**. The

estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Consultant's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Consultant** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Consultant** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Consultant** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Consultant** and the **Owner.** The **Consultant** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Consultant** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Consultant,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements**. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Consultant,** and/or (3) for any other reason agreeable to the **Owner** and the Consultant. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Consultant** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Consultant** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Consultant** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Consultant** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Consultant** pending verification of satisfactory work performed by the **Consultant.**

**ARTICLE 9. Additional Work**. If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Consultant** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Consultant** and a written supplemental agreement will be executed between the **Owner** and the **Consultant** as provided herein. The **Consultant** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Consultant** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Consultant** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Consultant** for work performed or costs incurred by the **Consultant** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work**. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound Consulting principles, the **Consultant** shall make such revisions if requested and directed by the **Owner.**

**10.1 Preliminary Work.** The **Consultant** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound Consulting principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Consultant** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Consultant will be in accordance with Article 9 hereof.

**10.3 Project Delays**. If the **Consultant** is required to perform additional work due to delays by the imposition of causes not within the **Consultant's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Consultant** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost**. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the cost of the **Project** to an amount within the sum estimated by the **Consultant,** the **Consultant** will be required to make such revisions or changes. These changes will only be considered additional work by the **Consultant,** if the **Consultant** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Consultant** in accordance with Article 9 hereof. If **the Consultant** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Consultant.**

**ARTICLE 11. Ownership** and **Release of Documents**.

**11.1 Ownership of Documents.** All documents furnished to the **Consultant** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Consultant,** at the **Consultant's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information**. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12. Discounts, Rebates, Refunds**. In connection with procurement services rendered by the **Consultant,** if procurement services are required of the **Consultant** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Consultant** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Consultant** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Consultant.**

**ARTICLE 13. Records, Accounting, Inspection**. The **Consultant** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Consultant** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Consultant** regarding the **Project** and to all of the **Consultant's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Consultant** shall preserve all such records for three (3) years after final payment. The **Consultant** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

**ARTICLE 14. Subcontracting and Assignment**. The **Consultant** shall not assign, subcontract or transfer the **Consultant's** interest in this Agreement without the prior written consent of the **Owner.** The **Consultant** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Consultant** of any responsibilities under this Agreement.

The **Consultant,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents**. The **Consultant** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Consultant** or from the use of any process designed by the **Consultant** or effected by said apparatus or equipment, and the **Consultant** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Consultant** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Consultant** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Consultant** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Consultant** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Consultant** covering any machines, apparatus, processes, articles, or products included in the **Consultant's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information**. The **Consultant** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Consultant** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Consultant** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Consultant's** possession prior to such disclosure to the **Consultant** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Consultant** or which otherwise shall lawfully become available to the **Consultant** from a source other than the

**Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Consultant** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Consultant** shall, however, inform each of its employees who receive such information of these restrictions and the **Consultant** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

**16.2 Inventions**. The **Consultant** shall communicate to the **Owner** at once, and require the **Consultant's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Consultant's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Consultant** as compensation for services rendered by the **Consultant** under contract with the **Owner**. The **Consultant** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Consultant's** employees to work under any contract with the **Owner** concerning this **Project,** the **Consultant** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Consultant's Responsibility and Warranties**.

**17.1 Consultant's Responsibility**. The **Consultant** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Consultant**. No additional compensation will be made to the **Consultant** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Consultant.**

**17.2 Warranties.**

(a) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Consultant** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Consultant's** experience and abilities with respect to performing the **Consultant's** services hereunder. The **Consultant** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Consultant** covenants with the **Owner** to use the **Consultant's** best efforts, skill, judgement and abilities to perform work on the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

(b) The **Consultant** represents, covenants and agrees that all of **Consultant's** services to be furnished by the **Consultant** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among Consultants of similar experience, knowledge, skill and ability engaged in Consulting practice throughout Texas under the same or similar circumstances involving the request of **Project.**

(c) The **Consultant** represents, covenants and agrees that the **Consultant's** special talent, training and experience cause the **Consultant** to be the prime professional on the **Project;** that because of such talent and training, the **Consultant** envisions of the **Project** in its entirely and possesses the special skills which enable the **Consultant** to recognize dangerous conditions that a reasonable, prudent Consultant having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Consultant** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of

property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(d) If the development of **work schedule** identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Consultant** for the **Project,** the **Consultant** represents, covenants and agrees that the **work schedule** of the **Project** will be accurate and free from any material errors. The **Consultant** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **work schedule** developed by the **Consultant** for the **Project;** that the result of such **work schedule**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Consultant's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **work schedule** developed by the **Consultant** for the **Project**, nor shall the **Consultant** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Consultant's** skill and knowledge in preparing such **work schedule.**

(e) In connection with the **Consultant's** performance of procurement services hereunder, if any, the **Consultant** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

**ARTICLE 18. Consultant's Resources**. The **Consultant** shall furnish and maintain, at the **Consultant's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Employees of the Consultant.** All employees of the **Consultant** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Consultant** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Consultant** certifies that the **Consultant** presently has

employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.2 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Consultant** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Consultant** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification**. To the fullest extent permitted by applicable law, the **Consultant** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Consultant's** services through activities of the **Consultant**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Consultant** or of any person employed or contracted by the **Consultant** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Consultant,** anyone directly or indirectly employed by the **Consultant** or anyone for whose acts the **Consultant** may be legally liable. The **Consultant** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Consultant,** its agents

partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Consultant** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability**. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21. Insurance** The **Consultant** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to the extent of the liabilities assumed by the Consultant under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Consultant under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Consultant** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Consultant** shall furnish the **Owner** with a certificate of

insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Consultant** will be considered in breach of contract should the **Consultant** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Consultant** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

**ARTICLE 22. Compliance with Laws**. The **Consultant** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Consultant** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Non-collusion**. The **Consultant** warrants that the **Consultant** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this Agreement, and that the **Consultant** has not paid or agreed to pay any company, Consultant or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities**. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits,

gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Consultant** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax**. The **Consultant** hereby certifies that the **Consultant** is not delinquent in Texas franchise tax payments, or that the **Consultant** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

**ARTICLE 26. Disputes**. The **Consultant** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Consultant** in support of the services under this Agreement.

**ARTICLE 27. Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

**ARTICLE 28. Notices**. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

| **OWNER:** | **CONSULTANT**: |
|---|---|
| Hidalgo County | Paul M. Vazaldua d/b/a Vazaldua & Associates |
| Attn: County Judge | Attn: Paul Vazaldua, Principal Consultant |
| 1615 South Closner | 205 Street West Iris |
| Edinburg, Texas 78539 | McAllen, Texas 78501 |

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Consultant** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Consultant** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Consultant** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Consultant** shall remain an independent contractor and shall have no power nor shall the **Consultant** represent that the **Consultant** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Consultant** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Consultant** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Consultant.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

**WITNESS WHEREOF**, the **Consultant** and the **Owner** have caused this **Agreement for Professional Consulting Services** to be effective as of the **18th** day of **October 18, 2011**.

**CONSULTANT:**
**PAUL M. VAZALDUA, JR.**
d/b/a **VALZALDUA & ASSOCIATES**

**BY:** _____
Paul M. Vazaldua, Jr., Principal Consultant

**OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 10/18/11 RO

**APPROVED AS TO FORM:**
Atlas &Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

***Approved on Commissioners' Court:*** ***October 18, 2011***

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Request for Qualifications (RFQ) Procurement Packet. |
| **EXHIBIT B** | -Scope of Services to be provided by the Consultant |
| **EXHIBIT C** | -Work Schedule |
| **EXHIBIT D** | -Consultant's Rates |
| **EXHIBIT E** | -Work Authorization Form |
| **EXHIBIT F** | -Supplemental Agreement Form |
| **EXHIBIT G** | -Certificate of Insurance *(Hidalgo County)* |

# EXHIBIT A

## REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 28, 2010

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals/Qualifications - **"Hidalgo County –Expansion Of Pool Of Professional Consultants To Seek Funding And Assistance Through Federal And State Agencies, Private Sector(s) And Other Sources"**
**RFP/Q NO: 2010-245-07-21-CGV**

Dear Respondents:

Enclosed please find a Request for Proposals with Qualifications (RFP/Q) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP/Q process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cgv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

**REQUEST FOR PROPOSALS/QUALIFICATIONS (RFP/Q) CHECKLIST**

**HIDALGO COUNTY-EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL AND STATE AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES"**

**RFP/Q NO: 2010-245-07-21-CGV**

1. **Request for Proposals/Qualifications Letter.**
2. **Request for Proposals/Qualifications, Legal Notice, consisting of 9 pages.**
3. **Exhibit A, Requirements, Scope of Services/Requirements consisting of 9 pages.**
4. **Exhibit B, Evaluation/Selection Criteria, consisting of 4 pages.**
5. **Exhibit C, Insurance Requirements, consisting of 3 pages.**
6. **Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page.**
7. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
8. **Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, IRS W-9 Form, consisting of 7 pages.**
9. **Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.**
10. **Draft Agreement, consisting of 10 pages.**

**The above mentioned items shall be found in the Request for Proposals/Qualifications (RFP/Q) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.**

**Thank you.**

Martha L Salazar

**Martha L. Salazar, CPPB, Purchasing Agent**

**6-28-10**
**Date**

| RFP/Q NO: 2010-245-07-21CGV | BUYER III: GRISELDA (CRIS) VILLARREAL | Tel. No: (956) 318-2626 |
|---|---|---|

**REQUEST FOR PROPOSALS/QUALIFICATIONS**

**Hidalgo County**
Edinburg, Texas

**"EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AND PRIVATE SECTOR(S) AND OTHER SOURCES"**
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

# JULY 21, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

**LEGAL NOTICE** **RFP NO: 2010-245-07-21CGV**

1. Sealed proposals with qualifications will be received for **HIDALGO COUNTY-EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL ANDPRIVATE SECTOR(S) AND OTHER SOURCES,** in accordance with the requirements attached hereto as Exhibit "A." Proposals with qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal with qualification.

2. One (1) original and seven (7) copies of all RFP/Qs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP/Q NO: 2010-245-07-21-CGV-"Hidalgo County–Expansion Of Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal And Private Sector(s) And Other Sources"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., Wednesday, July 21, 2010.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP/Q NO: 2010-245-07-21CGV-HIDALGO COUNTY-"EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AND PRIVATE SECTOR(S) AND OTHER SOURCES."**

   **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us; BY NO LATER THAN** Wednesday, July 7, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, July 9, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   **Hidalgo County reserves the right to refuse and reject any/all proposals with qualifications and to waive any/all formalities or technicalities, or to accept the proposal with qualifications considered the best and most advantageous to Hidalgo County.**

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal with qualifications that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals with qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal with qualifications for approval. Receipt of any

proposal with qualifications shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal with qualifications is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer with qualifications, or to reject all proposals with qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal with qualifications and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal with qualifications may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals with Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals with qualifications.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the

budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal with qualifications or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
2802 S. Business Hwy. 281, New Administration Building
Edinburg, Texas 78539
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation: **"Expansion Of Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal And Private Sector(s) And Other Sources"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Department**
**Ray Eufracio, CPA**
**2808 S. Business Hwy. 281**
**Edinburg, Texas 78539**
**(956)-318-2511**

17. Schedule of Events

| | |
|---|---|
| **Projected RFP/Q Acceptance: 9:30 A.M.,** | **July 21, 2010** |
| **Project/Anticipated Award Date:** | **_____, 2010** |
| Commence Work or Deliver Products | **____ , 2010** |

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any

program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals with qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal with qualifications, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's

indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

## Request for Proposal/Qualifications

**"Expansion Of Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal And Private Sector(s) And Other Sources"**

**"RFP/Q NO: 2010-245-07-21CGV**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal with Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal with qualifications.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

# EXHIBIT A
# REQUIREMENTS

# HIDALGO COUNTY
# REQUEST FOR
# PROPOSAL/QUALIFICATIONS

**"EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL AND STATE AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES"**

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

**RFP/Q NO: 2010-245-07-21CGV**

Hidalgo County is requesting for sealed proposals with qualifications from qualified **"Consultant(s)** in order to establish an **"Expansion of Pool of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** on an **"As Needed Basis"**. Hidalgo County Purchasing Department will receive sealed proposals with qualifications for the provision and establishment of a **"Expansion of Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, July 21, 2010. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

**RFP/Q NO: 2010-245-07-21CGV**

**US Postal Mail address:**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.**
The following outlines the Request For Proposal/Qualifications:

## SECTION I GENERAL TERMS AND CONDITIONS

**ADDITIONAL INFORMATION:**
Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

**US Postal Mail address:**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN** Wednesday, July 7, 2010 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL TO: cris.villarreal@co.hidalgo.tx.us** Responses will be sent to all applicants via facsimile by Friday, July 9, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST**:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT**:
Prior Contract award, respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION**:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT**:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS**:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the submitter to review the Request for Proposal/Qualification (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:**
Hidalgo County requires submitters, when hand delivering RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS/QUALIFICATIONS:**
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL/CONTRACT:**
It is intended that the term of the pool/contract will be for an initial period of two (2) years, with County's option to renew for an additional one (1) year term, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions.

**DAVIS BACON ACT: (If Applicable)**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

## SECTION II RFP REQUIREMENTS

**REQUEST FOR PROPOSAL/QUALIFICATION:**
The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

**CONTENTS:**
The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with competent, qualified **"Consultant(s)"**, in order to establish a "Pool", that has had experience in, but not limited to, the following areas:

- Prefer a minimum of five (5) years responsible experience in business/government;
- Prefer a minimum of three (3) years recent experience in grant and/or technical writing;
- Must have experience relevant to Federal And State Agencies, Private Sector(s), and Other Sources For Funding;
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested;
- Overall understanding of the "Project" as detailed in scope of work/services;
- Excellent financial-related background and interpersonal skills;
- Effective communication skills, both verbal and written;
- Excellent organizational and analytical skills;
- Ability to manage multiple priorities;
- Ability to formulate recommendations;
- Ability to compile and analyze financial data;

**FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION.**

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

**PERSONNEL AND STAFFING:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**SCOPE OF SERVICES:**

Hidalgo County is requesting proposals from experienced, qualified consultants in order to establish a **"Expansion of Pool Of Professional Consultants"** to provide consulting services required to seek funding and assistance through federal and state agencies. The **"Expansion of Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

Required services include, but may not be limited to the following:

a. Review, prepare and/or coordinate grants/funding sources with the assistance of designated Hidalgo County Staff and/or Engineers and Architects;
b. Provide governmental relations and representation before federal and state agencies, private sector(s) and other sources;
c. Plan and coordinate meetings between County Officials and key representatives of federal and state agencies, private sector(s) and other sources;
d. Plan, prepare, and coordinate development of appropriate legislation and appropriation requests to federal and state agencies, private sector(s) and other sources to be presented by County Officials and/or key representatives of the County;
e. Plan, prepare and coordinate presentations for County Officials/Representatives to present before federal and state Agencies, private sector(s) and other sources;
f. Notwithstanding, before commencing, consultant shall **not engage** in any lobbying activity for which a license or registration is required under either state or federal law;
g. Attend meeting(s) with County Officials and Staff to understand the County's concerns and goals prior to commencing any activity relating to federal and state agencies, private sector(s) and other sources;
h. Coordinate with the County to jointly develop strategies relating to federal and state agencies, private sector(s) and other sources;

i. Assist the County in identifying and preparing for critical issues and concerns relating to federal and state agencies, private sector(s) and other sources;
j. Assist with providing appropriate input on any studies identifying concerns that impact the County relating to federal and state agencies, private sector(s) and other sources;
k. Coordinate and develop better working relationships with other urban counties, and any other appropriate leadership and personnel which may be helpful in coordinated response, in the areas of concern as reasonable and necessary relating to federal and state agencies, private sector(s) and other sources;
l. Meet with any and other individual(s) or group(s) involved on such matters of concern relating to federal and state agencies, private sector(s) and other sources;
m. Determine and communicate the various impacts to the County of any and/or such concerns relating to federal and state agencies, private sector(s) and other sources;
n. Obtain funding from federal and state agencies, private sector(s) and other sources to increase the County's capacity for services through grants and other funding sources.
o. Prepare and perform other assignments as requested accordingly;
p. Cooperate and coordinate fully with the County Commissioners' Court, the professional and administrative staffs of the County;
q. Report and consult to the County Commissioners as often as reasonably necessary;
r. Provide any other service(s) necessary or desirable for the development of the service(s);
s. Prepare grant applications/funding requests;
t. Prepare funding needs assessment;
u. Prepare and circulate funding alerts;
v. Consultant will identify, define, and develop funding sources to support existing and planned program activities as well as coordinate the development, writing, and submission of grant proposals to federal and state agencies, private sector(s) and other sources;
w. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations;
x. Will be required to collect, analyze, and reporting data on the performance of program activities that are funded by public and private sources;
y. Consultant will entail researching available grant funding for specific areas of county responsibility and interest (examples: criminal justice, health care, economic development, emergency management, etc.) technical research/writing required to prepare grant applications, prepares complex correspondence and grant reports/statistics and submits to local, federal, state agencies, private sector(s) and other sources, administration of awarded grants in compliance with all grant requirements, regulations, including monitoring of project activities, budgets, record keeping/reporting;

**NUMBER OF COPIES TO BE SUBMITTED:**
Hidalgo County requires **one (1) original submittal and seven (7) copies**.

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**
Proposer is to provide a fee proposal based on the scope of work and services.

## SECTION III: SELECTION AND SCHEDULES

**SELECTION PROCEDURES/EVALUATION CRITERIA:**
The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested form the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking and establish a "POOL":

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFQs received in response to this Hidalgo County request for proposals/qualifications.

(B) After the RFQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. **BACKGROUND - 15 POINTS**
   1. Provides sufficient professional background.
   2. Provides references.
   3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources.

B. **COST - 20 POINTS**
   Provides the required turnkey services at a reasonable cost.

C. **EXPERIENCE - 20 POINTS**
   1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources.
   2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources.
   3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.
   4. Extent of experience.

D. **PROPOSER'S QUALIFICATIONS - 20 POINTS**
   1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources.
   2. Met minimum of three (3) years of experience in grant and/or technical writing.
   3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding.

E. **CAPACITY OF PERFORMANCE - 25 POINTS**

1. Provides appropriate evidence of adequate staffing.
2. Staffing level/experience of staff.
3. Adequacy of resources to perform these services.

**TERMINATION OF SERVICES:**

**Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.**

**PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies** of RFP/Qs should be submitted to:

| **US Postal Mail address:** | **Physical Address:** |
|---|---|
| Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2812 S. Business Hwy. 281<br>Edinburg, Texas 78539 | Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2802 S. Business Hwy. 281<br>Edinburg, Texas 78539 |

RFP/Qs must be submitted by **no later than 9:30 a.m. on Wednesday, July 21, 2010.**

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

# EXHIBIT B

# EVALUATION CRITERIA

## HIDALGO COUNTY -
## REQUEST FOR PROPOSAL/QUALIFICATIONS

**"EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL, STATE, PRIVATE SECTOR(S) AND OTHER SOURCES"**
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

**RFP/Q NO: 2010-245-07-21CGV**

# SELECTION/EVALUATION CRITERIA

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. **BACKGROUND - 15 POINTS**
   1. Provides sufficient professional background
   2. Provides references
   3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources

B. **COST - 20 POINTS**
   Provides the required turnkey services at a reasonable cost.

C. **EXPERIENCE - 20 POINTS**
   1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources;
   2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources;
   3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations;
   4. Extent of experience;

D. **FIRM QUALIFICATIONS - 20 POINTS**
   1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources;
   2. Met minimum of three (3) years of experience in grant and/or technical writing;
   3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding;

E. **CAPACITY OF PERFORMANCE - 25 POINTS**
   1. Provides appropriate evidence of adequate staffing;
   2. Staffing level/experience of staff;
   3. Adequacy of resources to perform these services;

**Total Points = 100 Points**

# RFP EVALUATION FORM

**"EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL, STATE, PRIVATE SECTOR(S) AND OTHER SOURCES"**

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

| **SELECTION CRITERIA** | **Min Points** | **Score** |
|---|---|---|
| A. **BACKGROUND**<br>1. Provides sufficient professional background<br>2. Provides references<br>3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources | 0-15 Points | _____ |

Comments/Rationale For Points:_____

_____

_____

B. **COST**

Provides the required turnkey services at a reasonable cost.

0-20 Points _____

Comments/Rationale For Points:_____

_____

_____

C. **EXPERIENCE**

1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources;
2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources;
3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations;
4. Extent of experience;

0-20 Points _____

Comments/Rationale For Points:_____

_____

_____

D. **FIRM QUALIFICATIONS**

1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources;
2. Met minimum of three (3) years of experience in grant and/or technical writing
3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding

0-20 Points _____

Comments/Rationale For Points:_____

E. **CAPACITY OF PERFORMANCCE**

1. Provides appropriate evidence of adequate staffing;
2. Staffing level/experience of staff;
3. Adequacy of resources to perform these services;

0-25 Points _____

Comments/Rationale For
Points:_____

**Total Score** _____

Provider: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU- TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# PROPOSER'S AFFIDAVIT
## Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL AND STATE AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES"
HIDALGO COUNTY**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

Signature/Title: _____

---

Subscribed and sworn to before me this _____day of _____, 20__.

_____
Notary Public

My commission expires:_____, 20____.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Proposer/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us**

**Company Name:** **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address :** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

**State Identification No.**_____ **(Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:** **Disadvantaged Business (At Least 51% Ownership)**

| | | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:** _____

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**_____

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No.(s):_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | |

**or**

**Employer identification number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** **Signature of U.S. person ►** **Date ►**

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT B

## SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

## SCOPE OF WORK

Professional Grant Writing Services for the Solicitation of Federal, State, Private, or Other Sources for the following:

1. Grants which entice the improvements of the Judicial System

2. Grants which develop courts and/or programs to assist in cases of Human Trafficking

3. Grants which develop courts and/or programs to assist in cases on Violence Against Woman

4. Grant which will provide general improvement to the entire judicial system

**Scope of Work includes the following but not limited to:**

**PHASE ONE**

Identify funding sources
Review Grant solicitation
Ensure County of Hidalgo eligibility
Provide program summary of project to Judge Gonzalez
Obtain all required forms

**PHASE TWO**

Coordinate and facilitate meetings with stakeholders
Coordinate and obtain letters of support from stakeholders

**PHASE THREE**

Prepare letter of Intent
Prepare grant application
Prepare COG Review
Obtain required signatures

**PHASE FOUR**

Submit Grant application to appropriate funding source

# EXHIBIT C
## WORK SCHEDULE

| TASK | SCHEDULE | INVOICE NUMBER | % | Inv Date |
|---|---|---|---|---|
| **PHASE ONE** | **Weeks One, Two, and Three** | **Invoice Number One** | **20%** | **11/1/11** |

- Identify funding sources
- Review Grant solicitation
- Ensure County of Hidalgo eligibility
- Provide program summary of project to Judge Gonzalez
- Obtain all required forms

| | | | | |
|---|---|---|---|---|
| **PHASE TWO** | **Weeks Four, Five, and Six** | **Invoice Number Two** | **20%** | **11/22/11** |

- Coordinate and facilitate meetings with stakeholders
- Coordinate and obtain letters of support from stakeholders

| | | | | |
|---|---|---|---|---|
| **PHASE THREE** | **Weeks Seven, Eight, and Nine** | **Invoice Number Three** | **50%** | **12/13/11** |

- Prepare letter of Intent
- Prepare grant application
- Prepare COG Review
- Obtain required signatures

| | | | | |
|---|---|---|---|---|
| **PHASE FOUR** | **Week Ten** | **Invoice Number Four** | **10%** | **12/27/11** |

- Submit Grant application to appropriate funding source

# EXHIBIT D
## CONSULTANT'S RATES

## Best and Final Offer Hourly Rates

| | | |
|---|---|---|
| **Project Manager** | **Hourly Rate** | **$75.00** |
| **General Council** | **Hourly Rate** | **$75.00** |
| **Director of Planning and Development** | **Hourly Rate** | **$50.00** |
| **Graphic Designer** | **Hourly Rate** | **$35.00** |
| **Office Manager** | **Hourly Rate** | **$27.00** |

# EXHIBIT E
## WORK AUTHORIZATION FORM

# HIDALGO COUNTY

## Professional Consulting Services

## Contract #C-11-269-10-18

# WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **VAZALDUA & ASSOCIATES,** "Professional Consultant" of McAllen, Texas, hereinafter called **"Consultant".**

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Consultant** to provide consulting services as it pertains to the following:

_____

_____

_____

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Consultant** is identified in **Exhibit "B"-Scope of Services to be provided by the Consultant** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this ***Work Authorization #1*** is $_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

**PART 3. PAYMENT**

Compensation and payment to the Consultant for the services established under this Work Authorization shall be made in accordance with applicable sections of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.___ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate_____ as indicated in the "Exhibit B-Preliminary Work Schedule".

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____**, 2011.**

**THE CONSULTANT:**
**VAZALDUA & ASSOCIATES**

BY:_____
Paul Vazaldua, Principal Consultant

**THE OWNER:**
**HIDALGO COUNTY**

BY:_____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Services to be provided by the Consultant
ATTACHMENT "B" - Scopes of Work
ATTACHMENT "C" - Estimated Cost Proposal
ATTACHMENT "D" - Rate / Fee Schedule

# EXHIBIT F
## SUPPLEMENTAL AGREEMENT FORM

# EXHIBIT "F"

**Supplemental Agreement Form**

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

## SUPPLEMENTAL AGREEMENT No. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Consultant of, _____, Texas, hereinafter called the "**CONSULTANT**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **CONSULTANT** executed the **Agreement** on the _____day of _____**2011** concerning **CONSULTANT** for _____ _____(hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ___ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to _____ _____ _____ _____

**A.** AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **CONSULTANT** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____ _____ _____ _____ _____ _____

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the **Consultant** and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2011.

**THE CONSULTANT:**
**CONSULTANT**

**BY:**_____

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Ramon Garcia, County Judge

**ATTEST:**

**BY:**_____
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

ATLAS & HALL, L.L.P.

**BY:**_____
Stephen L. Crain

***APPROVED BY COMMISSIONERS COURT:***_____

LIST OF ATTACHMENTS

(as required)

# EXHIBIT G
## CERTIFICATE OF INSURANCE

292-7612

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: CYNTHIA VARGAS |
|---|---|
| PAC INSURANCE<br>515 W NOLANA SUITE A<br>MCALLEN TX 78504<br>956 687-2722 | PHONE (A/C, No, Ext): 956 687-2722 FAX (A/C, No): 956 618-5941<br>E-MAIL ADDRESS: SANVARGAS34@YAHOO.COM<br>PRODUCER CUSTOMER ID #: 00012559 |
| INSURED | INSURER(S) AFFORDING COVERAGE / NAIC # |
| VAZALDUA AND ASSOCIATES<br>PAUL VAZALDUA<br>3400 N MCCOLL SUITE A<br>MCALLEN TX 78501 | INSURER A: OEMGA INSURANCE / GCOCL<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | | | GCOCL | 04/26/2011 | 02/10/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $500,000<br>$50,000<br>$5,000<br>$<br>$1,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y/N (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Hidalgo is an additional insured as respects to general and auto liability, as required by written contract.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| THE COUNTY OF HIDALGO<br>2802 S BUS HWY 281<br>EDINBURG TX 78539<br>ADDITIONAL INSURED | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>CYNTHIA VARGAS |

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Oscar Martinez |
|---|---|
| Connect Insurance<br>905 W FM 495 Ste 4<br>San Juan , TX 78589 | PHONE (A/C, No, Ext): 956-782-8191 FAX (A/C, No): 956-783-9413<br>E-MAIL ADDRESS: oscar.martinez@connectmyinsurance.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A: TRAVELERS CASUALTY INSURANCE |
| INSURED<br>PAUL VAZALDUA<br>DBA: VAZALDUA AND ASSOCIATES<br>205 W IRIS AVE<br>McAllen, TX 78501 | INSURER B: USLI |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES CERTIFICATE NUMBER: 00019914-6883 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | Y | N | BA-1A799797 | 05/13/2011 | 05/13/2012 | COMBINED SINGLE LIMIT (Ea accident) | $ 500,000 |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | UNINSURED/UNDER | $ 500000 |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | PROFESSIONAL LIABILI | Y | N | SP00253690 | 05/11/2011 | 05/11/2012 | 1,000,000 | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is named as additional insured as respects to general and auto liability, as required by written contract.

Scheduled Autos Chevrolet Equinox VIN# 2CNALBEC7B6232854
Chevrolet Camaro VIN# 2G1FK1ES7B9116549

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| COUNTY OF HIDALGO | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE (OMA) |

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# Affidavit & Indemnity Agreement

Date: October 17, 2011

Affiant: Paul M. Vazaldua, Jr. d/b/a
Vazaldua & Associates

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Paul M. Vazaldua, Jr.** states he is a sole proprietor doing business as **Paul M. Vazaldua, Jr. d/b/a Vazaldua & Associates** with Hidalgo County under **Contract No. C-11-269-10-18** dated **October 18, 2011**. Affiant will provide **Professional Consulting Services in the areas but not limited to a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence for the Hidalgo County 370th District Court.**

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Paul M. Vazaldua, Jr., Principal Consultant

SWORN AND SUBSCRIBED TO under oath before me on October 18, 2011

NOTARY PUBLIC STATE OF TEXAS
GINNA ALVAREZ
My Commission Expires
May 27, 2012

Notary Public, State of Texas

APPROVED

**AI-29112**
**CC REGULAR**
**Meeting Date:** 10/18/2011

**18. D. 1.**

**Submitted For:** Martha L Salazar

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

1. Acceptance and approval of a final negotiated "Professional Services Agreement" with the number one ranked firm, PAUL M. VAZLADUA d/b/a VAZALDUA & ASSOCIATES for the purposes of providing "Consulting Services" in the categories which include specific grants and related areas for Judicial Court Functions and Efficiencies for the the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence.

2. Acceptance and approval of Work Authorization No. 1 with Paul M. Vazaldua d/b/a Vazaldua & Associates in the amount of $ 35,000.00 in connection to contract #C-11-269-10-18 for: "Professional Services Agreement" with the number one ranked firm, PAUL M. VAZALDUA d/b/a VAZALDUA & ASSOCIATES for the purposes of providing "Consulting Services" in the categories which include specific grants and related areas for Judicial Court Functions and Efficiencies for the the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence.

**BACKGROUND**

Contract
WA#1

**Fiscal Impact**

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-412-00-007-001-0-350

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds in the amount of $35,000.00 for Work Authorization #1, available as of 10/14/2011.

**Attachments**

contract doc#C-11-269-10-18-PMV dba Vazaldua & Assoc-370th Dist Crt(Consulting Svc)
WA#1-PMV dba Vazaldua & Assoc

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Letty Saenz | 10/13/2011 05:13 PM |
| Budget & Management | Merlen P. Munoz | 10/14/2011 08:05 AM |
| Sylvia Solis | Sylvia Solis | 10/14/2011 09:41 AM |
| Purchasing Department | Letty Saenz | 10/13/2011 05:13 PM |
| Budget & Management | Merlen P. Munoz | 10/14/2011 08:05 AM |
| Sylvia Solis | Sylvia Solis | 10/14/2011 09:41 AM |
| Auditor's Office | | |

Form Started By: Letty Saenz Started On: 10/12/2011 05:44 PM

# HIDALGO COUNTY

## Professional Consulting Services

## Contract #C-11-269-10-18

# WORK AUTHORIZATION NO. 2

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **VAZALDUA & ASSOCIATES,** "Professional Consultant" of McAllen, Texas, hereinafter called **"Consultant".**

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Consultant** to provide consulting services as it pertains to the following:

Prepare a grant proposal to the DNA Foundation for the development a of a public awareness video on the issue of human trafficking. The video will commence awareness on the fight of human sex slavery and trafficking.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Consultant** is identified in **Exhibit "B"-Scope of Services to be provided by the Consultant** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this ***Work Authorization # 2*** is **$ 5,000.00**.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

**PART 3. PAYMENT**

Compensation and payment to the Consultant for the services established under this Work Authorization shall be made in accordance with applicable sections of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. **2** shall be funded through funding source:
Account No. **1-1100-412-00-007-001-0-350**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate12/31/11 as indicated in the "Exhibit B-Preliminary Work Schedule".

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **12/06/11** as indicated below and effective as of **6th** day of **December, 2011.**

**THE CONSULTANT:**
**VAZALDUA & ASSOCIATES**

BY:_____
Paul Vazaldua, Principal Consultant

**THE OWNER:**
**HIDALGO COUNTY**

BY:_____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Services to be provided by the Consultant
ATTACHMENT "B" - Scopes of Work
ATTACHMENT "C" - Estimated Cost Proposal
ATTACHMENT "D" - Rate / Fee Schedule

## ATTACHEMNT "A"

## SERVICES TO BE PROVIDED BY THE CONSULTANT

Professional Grant Writing Services for the Solicitation of Federal, State, Private, or Other Sources for the following:

1. Grants which entice the improvements of the Judicial System

2. Grants which develop courts and/or programs to assist in cases of Human Trafficking

3. Grants which develop courts and/or programs to assist in cases on Violence Against Woman

4. Grant which will provide general improvement to the entire judicial system

**Scope of Work includes the following but not limited to:**

## ATTACHEMENT "B"

### Scope of Work

### Work Authorization Number Two

Prepare a grant proposal to the DNA Foundation for the development a of a public awareness video on the issue of human trafficking. The video will commence awareness on the fight of human sex slavery and trafficking.

## ATTACHMENT "C"

## ESTIMATED COST PROPOSAL

**Cost for work authorization number one is $5,000.00**

## ATTACHMENT "D"

| TASK NUMBER | % | Inv Date | SCHEDULE | INVOICE |
|---|---|---|---|---|
| Prepare Grant | 100 | 12/20/11 | Invoice Number One | $5,000.00 |

**AI-29838** **19. F. 1.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Presentation of sole bid received from Southern Tire Mart, LLC (as detailed in the tabulation sheet contained herein) meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Sheriff's Office-Including all other Hidalgo County Law Enforcement Agencies-"Purchase of Tires-Including Installation and Other Related Services" through project No.: 2011-193-09-21-SGS.

### BACKGROUND

1. Contract will commence upon approval of Commissioner's Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-421-00-2XX-001-0-672

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 12-1-11 for the following departments:
Sheriff's Office (280) $35,213.64
Constable Pct 1 (291) $ 19.13
Constable Pct 2 (292) $ 250.00
Constable Pct 3 (293) $ 146.69
Constable Pct 5 (295) $ 126.44
On an "as needed basis"

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-422-10-300-001-0-672

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Fire Marshal's $ 79.49 as of 12/01/11

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1254-412-00-270-014-0-672

**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

HIDTA $ 2,400.82 as of 12/01/11

## Attachments

Packet to Award
Contract
Approval of contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 08:30 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 09:47 AM |
| Manuel Chapa | Manuel Chapa | 12/01/2011 04:18 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 04:32 PM |

Form Started By: Sandy Suarez Started On: 11/23/2011 09:15 AM

Final Approval Date: 12/01/2011

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

OCT 05 2011
3:00

# MEMORANDUM

**TO:** **Guadalupe "Lupe" Trevino, Sheriff**
Hidalgo County Adult Detention Facility

**ATTN:** Lt. Richard Ozuna
Juan Tapia, Procurement Specialist

**FROM:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

**DATE:** September 23, 2011

**RE:** **BID AWARD CONCURRENCE/ RECOMMENDATION REQUEST**
**Bid No. 2011-193-09-21**-SGS- Hidalgo County Sheriff's Office –Including all other Hidalgo County Law Enforcement Agencies-"Purchase of Tires-Including Installation and Other Related Services"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid response for your review and concurrence /recommendation.

Please acknowledge by signing below, your concurrence/recommendation to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, September 29, 2011 @2:00 P.M. in order to place this item on the agenda for Commissioners Court Meeting, Tuesday, October 18, 2011.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

| **COMMENTS/CONCERNS:** |
|---|
| Please award to Sole Bidder |
| |
| Budget Acct No.: 1-1100-421-00-280-001-0-672 |

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | A. "Sonny" Martinez | HCSO | 10-5-11 |

Enclosures

5.0

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

**TO:** Celestino Avila, Jr., Constable
Hidalgo County Pct. 1

**ATTN:** Blanca Sanchez

**FROM:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

**DATE:** September 23, 2011

**RE:** **BID AWARD CONCURRENCE/ RECOMMENDATION REQUEST**
**Bid No. 2011-193-09-21-SGS**- Hidalgo County Sheriff's Office –Including all other Hidalgo County Law Enforcement Agencies-"Purchase of Tires-Including Installation and Other Related Services"

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Please acknowledge by signing below, your concurrence/recommendation to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, September 29, 2011 @2:00 P.M. in order to place this item on the agenda for Commissioners Court Meeting, Tuesday, October 18, 2011.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

**COMMENTS/CONCERNS:** None

Southern Tire Mart, LLC

Budget Acct No.: 1-1100-421-00-291-001-0-672

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Chief Deputy Blanca Sanchez | Constable Pct 1 | 9-28-11 |

Enclosures

Constable Pct 1

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

OCT 17 2011

# MEMORANDUM

**TO:** **Gilbert Alaniz, Constable**
**Hidalgo County Pct. 2**

**ATTN:** **Frank Sanchez**

**FROM:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

**DATE:** September 23, 2011

**RE:** **BID AWARD CONCURRENCE/ RECOMMENDATION REQUEST**
**Bid No. 2011-193-09-21**-SGS- Hidalgo County Sheriff's Office –Including all other Hidalgo County Law Enforcement Agencies-"Purchase of Tires-Including Installation and Other Related Services"

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Please acknowledge by signing below, your concurrence/recommendation to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, September 29, 2011 @2:00 P.M. in order to place this item on the agenda for Commissioners Court Meeting, Tuesday, October 18, 2011.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

| **COMMENTS/CONCERNS:** |
|---|
| Southern Tire Mart |
| |
| Budget Acct No.: 1-1100-421-00-292-001-0 |

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Frank Sanchez | Pct 2 Constable | 10/17/11 |

Enclosures

Constable Pct 2

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**TO:** **Lazaro "Larry" Gallardo, Constable**
**Hidalgo County Pct. 3**

**ATTN:** **Rachel Ramos**

**FROM:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

**DATE:** September 23, 2011

**RE:** **BID AWARD CONCURRENCE/ RECOMMENDATION REQUEST**
**Bid No. 2011-193-09-21**-SGS- Hidalgo County Sheriff's Office –Including all other Hidalgo County Law Enforcement Agencies-"Purchase of Tires-Including Installation and Other Related Services"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid response for your review and concurrence /recommendation.

Please acknowledge by signing below, your concurrence/recommendation to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, September 29, 2011 @2:00 P.M. in order to place this item on the agenda for Commissioners Court Meeting, Tuesday, October 18, 2011.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

**COMMENTS/CONCERNS:**

Southern Tire Mart, LLC

Budget Acct No.: 1100 42100 293 001 0672

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| Horacio Sanchez | Horacio Sanchez | Hidalgo County Constable pct #3 | 10-5-2011 |

Enclosures

Constable Pct # 3

# CONSTABLE PRECINCT 4

J. E. "EDDIE" GUERRA

## MEMO

**TO:** **Sandy Suarez, Buyer II**
**Hidalgo County Purchasing Department**

**FROM:** **Constable Chief Deputy Joel Rivera**

**DATE:** **September 29, 2011**

**REFERENCE:** **Bid Award Concurrence/Recommendation Request**
**Bid No. 2011-193-09-21-SGS**

This notice is to inform you that we respectfully decline the bid of Southern Tire Mart pricing, as a Law Enforcement Agency for Hidalgo County we are very satisfied with Goodyear quality and pricing that has been given to our office throughout the fiscal year 2011. The vehicles we utilize for the protection of our community need to be reliable for our deputies to perform and we have found that reliability in Goodyear. Thank you for your time and consideration in this matter, if you would like to address any concern or questions please contact Chief Deputy Joel Rivera at Extension 4302 from Hidalgo County Constable Pct 4.

*Nancy Ponce*
*Administrative Assistant*
Hidalgo Constable Pct 4
2814 South Highway 281
Edinburg, Texas 78539

SEP 29 20
11:32a

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**TO:** **Daniel Marichalar, Constable**
**Hidalgo County Pct. 5**

**ATTN:** **Deputy Felix Ramos**

**FROM:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

**DATE:** September 23, 2011

**RE:** **BID AWARD CONCURRENCE/ RECOMMENDATION REQUEST**
**Bid No. 2011-193-09-21-SGS- Hidalgo County Sheriff's Office –Including all other Hidalgo County Law Enforcement Agencies-"Purchase of Tires-Including Installation and Other Related Services"**

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid response for your review and concurrence /recommendation.

Please acknowledge by signing below, your concurrence/recommendation to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, September 29, 2011 @2:00 P.M. in order to place this item on the agenda for Commissioners Court Meeting, Tuesday, October 18, 2011.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

**COMMENTS/CONCERNS:**

Southern Tire Mart

Budget Acct No.: 1-1100-421-00-295-001-0-672

David Marichalar — Daniel Marichalar — Constable Pct.5 — 10/18/11

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

Constable
Pct.5

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

HIDALGO COUNTY
SEP 26 2011
FIRE MARSHAL'S OFFICE

# MEMORANDUM

**TO:** **Juan Martinez**, Fire Marshal
Hidalgo County Fire Marshal's Office

**ATTN:** Yolanda Orozco, Administration Assistant

**FROM:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

**DATE:** September 23, 2011

RECEIVED
SEP 27 2011
10:13 AM
BY

**RE:** **BID AWARD CONCURRENCE/ RECOMMENDATION REQUEST**
**Bid No. 2011-193-09-21-SGS-** Hidalgo County Sheriff's Office –Including all other Hidalgo County Law Enforcement Agencies-"Purchase of Tires-Including Installation and Other Related Services"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid response for your review and concurrence /recommendation.

Please acknowledge by signing below, your concurrence/recommendation to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, September 29, 2011 @2:00 P.M. in order to place this item on the agenda for Commissioners Court Meeting, Tuesday, October 18, 2011.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

**COMMENTS/CONCERNS:**

Southern Tire Mart

Budget Acct No.: 1-1100-420-10-300-001-0-672

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Juan Martinez | Fire Marshal | 9/27/11 |

Enclosures

F.M.

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

TO: Dora L. Munoz, Commander
Hidalgo County Task Force

ATTN: Sonia Lopez, Administration Assistant

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: September 23, 2011

RE: **BID AWARD CONCURRENCE/ RECOMMENDATION REQUEST**
**Bid No. 2011-193-09-21-SGS- Hidalgo County Sheriff's Office –Including all other Hidalgo County Law Enforcement Agencies-"Purchase of Tires-Including Installation and Other Related Services"**

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid response for your review and concurrence /recommendation.

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

**COMMENTS/CONCERNS:**
SOUTHERN TIRE MART
MISSING TIRE SIZE P255/70R18

Budget Acct No.: 1-1254-412-00-270-014-0-672

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| [signature] | Dora L. Munoz | Hidalgo Co Hcotf | 9/26/2011 |

Enclosures

HCOTF

# TABULATION SHEET
# HIDALGO COUNTY SHERIFF'S OFFICE
**(Including all Other Hidalgo Co. Law Enforcement Agencies)**
# "PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"
# BID NO. 2011-193-09-21-SGS

| ITEM NO. | TIRE SIZE & DESCRIPTION | SOLE BIDDER | | | | |
|---|---|---|---|---|---|---|
| | | SOUTHERN TIRE MART, LLC | | | | |
| | | Tire Brand | Unit Price | Mounting (Including stem valve) | Rotation | Balancing |
| 1 | 235-85-R16 (hwy all steel 10 ply) | Bridgestone Duravis R250 all steel (206-278) | $ 164.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 2 | LT235-75-R15 (all terrain 10 ply) | Firestone Transforce AT 6 ply (189-650) | $ 86.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 3 | P215-60-R16 | Firestone Precision Touring (104-718) | $ 61.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 4 | LT265-70-R17 (all terrain 10 ply) | Firestone Transforce AT 10 ply (200-190) | $111.90 | $ 8.00 | $ 6.00 | $ 8.00 |
| 5 | P225-60-R16 (speed rated) | Firestone FireHawk PV -41 (607-911) | $71.60 | $ 8.00 | $ 6.00 | $ 8.00 |
| 6 | LT245-78-R16 (all terrain 10 ply) | Firestone Transforce AT 10 ply (189-582) | $ 94.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 7 | LT265-75-R16 (all terrain 10 ply) | Firestone Transforce AT 10 ply (189-599) | $ 104.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 8 | P265-70-R18 | Firestone Destination LE SL (066-173) | $ 108.80 | $ 8.00 | $ 6.00 | $ 8.00 |
| 9 | P255-70-R16 | Firestone Destination LE SL (147-033) | $ 92.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 10 | P205-65-R15 | Firestone Precision Touring (140-633) | $ 53.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 11 | P205-55-R16 | Firestone Precision Touring (140-701) | $ 68.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 12 | P205-50-R16 | Firestone Precision Sport (138-168) | $ 66.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 13 | 245-70-R19.5 (hwy) | Firestone FS560 12 ply (169-981) | $ 254.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 14 | P205-75-R15 | Firestone Destination AT SL (026-490) | $ 75.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 15 | LT235-75-R16 | Firestone Destination LE XL (054-358) | $ 87.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 16 | P235-70-R17 | Firestone Destination LE XL (097-538) | $ 93.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 17 | LT325-65-R18 (all terrain) | Firestone Destination AT 10 ply (192-353) | $ 196.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 18 | 325-65-18 | Firestone Destination MT 10 ply (205-188) | $ 211.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 19 | 285-45-22 | Firestone Destination ST (133-782) | $ 121.00 | $ 8.00 | $ 6.00 | $ 8.00 |

| Item No. | Tire size & Description | Tire Brand | Unit Price | Mounting (Including stem valve) | Rotation | Balancing |
|---|---|---|---|---|---|---|
| 20 | 225-60-18 | Firestone FireHawk GT Pursuit (005-254) | **$ 96.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 21 | 265-35-22 | Venezia Crusade SUV (VZ-4157) | **$ 116.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 22 | 275-60-20 | Firestone Destination LE SL (108-741) | **$ 131.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 23 | 215-60-17 | Firestone Affinity Touring TA (043-716) | **$ 69.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 24 | 225-45-17 | Venezia Crusade HP (VZ-277) | **$ 76.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 25 | 275-55-20 | Firestone Destination ST (232-123) | **$111.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 26 | 225-55-17 | Firestone Wide Oval Indy 500 (136-978) | **$ 85.80** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 27 | 255-50-19 | Firestone Destination ST XL (232-140) | **$ 130.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 28 | 295/75/R22.5 | HanKook TL 01 14 ply (3001158) | **$ 290.00** | **$ 18.00** | **$ 22.00** | **$ 20.00** |
| 29 | 305-55-20 | Hankook Dyna Pro 10 ply (2001433) | **$ 350.00** | **$ 18.00** | **$ 22.00** | **$ 20.00** |
| 30 | 8.25R20 | Pacifica Hwy TT set 14 ply (PFT-3012) | **$ 203.00** | **$ 18.00** | **$ 22.00** | **$ 20.00** |
| 31 | 9.00R20 | Pacifica Hwy TT set 14 ply (PFT-3015) | **$ 233.00** | **$ 18.00** | **$ 22.00** | **$ 20.00** |
| 32 | 10.00/20 | Pacifica Hwy TT set 14 ply (PFT-3221) | **$ 252.00** | **$ 18.00** | **$ 22.00** | **$ 20.00** |
| 33 | 11R22.5 | Ling Long Premium STEER 14 ply (MTR-2002-LL) | **$ 305.00** | **$ 18.00** | **$ 22.00** | **$ 20.00** |
| 34 | 11R24.5 | Ling Long Premium STEER 14 ply (MTR-2102-LL) | **$ 335.00** | **$ 18.00** | **$ 22.00** | **$ 20.00** |
| 35 | 37X12.50X17 | Yokohoma Geolander A/TS (01273) | **$ 370.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 36 | 235/55 R17 (speed rated) | Firestone FireHawk GT Z (077-325) | **$ 86.25** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 37 | P235-55-R17 (speed rated) | Firestone FireHawk GT Z (077-325) | **$ 86.25** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 38 | P235-75-R17 (10 ply) | Firestone Destination AL ST (054-239) | **$ 103.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 39 | P245-65-R17 (regular tire) | Firestone Destination LE SL (040-928) | **$ 102.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 40 | P245-70-R17 (10 ply) | Firestone Transforce HT 10 ply (191-316) | **$ 100.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 41 | P255-70-R17 (10 ply) | Firestone Destination AT SL (054-290) | **$107.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 42 | P265-60-R17 (speed rated) | Firestone Fire Hawk Pursuit GT V (023-189) | **$106.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 43 | P265-70-R17 (10 ply) | Federal Couragia AT (48FF73FA) | **$ 110.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 44 | 235/55 R17 | Firestone Wide Oval Indy 500 (136-995) | **$ 89.50** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 45 | 235/55 ZR17 | Firestone FireHawk GT Z (077-325) | **$ 86.25** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 46 | 235/55-ZR17 99W M +S | Firestone FireHawk GT Z (077-325) | **$ 86.25** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 47 | 255/60R16 Firestone Firehawk PT 41 | Firestone FireHawk PT 41 (067-911) | **$ 71.60** | **$ 8.00** | **$ 6.00** | **$ 8.00** |
| 48 | 265/70R17 M + S | Firestone Transforce HT 10 ply (200-156) | **$ 110.00** | **$ 8.00** | **$ 6.00** | **$ 8.00** |

| Item No. | Tire size & Description | Tire Brand | Unit Price | Mounting (Including stem valve) | Rotation | Balancing |
|---|---|---|---|---|---|---|
| 49 | 285/60R18 M + S | Bridgestone Dueler HT 684 II (112-889) | $ 130.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 50 | P255/65R17 | Firestone Destination LE (083-190) | $ 116.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 51 | P255/70R17 11OT Silent Amor | Firestone Destination AT SL (054-290) | $ 109.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 52 | P255/70R17 M+S 11OT Silent Armor | Firestone Destination AT SL (054-290) | $ 109.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 53 | P265/60R17 108-H | Firestone TransForce HT 10 ply (200-156) | $ 110.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 54 | P265/90R17 108-H | Firestone Destination AT (026-784) | $ 104.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 55 | T265/70R17 Transforce A/T | Firestone TransForce AT 10 ply (200-190) | $ 114.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 56 | 215/85-R16 A/T (front) | Firestone TransForce AT 10 ply (189-565) | $ 93.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 57 | 225/75-R16 (back) | Firestone TransForce AT 10 ply (189-667) | $ 89.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 58 | 235/65-R17 | Firestone Destination LE SL (040-911) | $ 100.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 59 | 245/75-R16 A/T | Firestone TransForce AT 10 ply (189-582) | $ 96.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| ** 60 | 245/75-R16 A/T | Firestone TransForce AT 10 ply (189-582) | $ 96.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 61 | P85/60-R18 | NO BID | NO BID | $ 8.00 | $ 6.00 | $ 8.00 |

** Note: #60 will not be awarded, due to erroneously duplicating tire #59

## Sandy Suarez

**From:** Sandy Suarez [sandy.suarez@co.hidalgo.tx.us]
**Sent:** Thursday, October 06, 2011 2:16 PM
**To:** 'HIDTA-S. Lopez (slopez@hidtataskforce.com)'
**Subject:** 2011-193-09-28-SGS- Purchase of Tires-Including Installation and Other Related Services' Missing-P255/70-18

**Importance:** High

Good Afternoon Sonia,

In reference to the project stated above. I erroneously duplicated tire No. 60 (59) on the Bid page and left off the tire size 255/70-18 (P255/70R18), which was requested to be added on by your department.
Unfortunately I can't correct it, because the Bid Opening has already taken place and that tire size will have to be left out. After researching, done by our Po Administrator's, this tire size can be purchased through TXMAS.
I sincerely apologize for all the inconveniences this has caused and I appreciate all of your assistance with this matter.
If there are any questions or concerns please let me know.

Thank you,
*Sandy Suarez, Buyer II*
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

Pricing is valid from 2/12/2011 until 12/31/2011

FIRESTONE BRAND - PASSENGER & LIGHT TRUCK TIRES - TXMAS PRICING

| BRAND | GROUP | PATTERN | SIZE | PLY | SR/LR/ LOAD INDEX/R IM SIZE | TREAD DEPTH | ARTICLE NUMBER | 2011 GOVT PRICE |
|---|---|---|---|---|---|---|---|---|
| FIRESTONE | PASSENGER | DESTINATION A/T | P245/75R17 | | 110 | 13 | 077563 | $125.58 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P255/65R17 | | 108 | 13 | 054307 | $126.29 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P255/70R16 | | 109 | 13 | 026869 | $103.40 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P255/70R17 | | 110 | 13 | 054290 | $112.79 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P255/70R18 | | 112 | 13 | 108843 | $139.99 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P255/75R17 | | 113 | 13 | 108860 | $130.61 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P265/60R18 | | 109 | 11 | 108877 | $156.35 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P265/65R17 | | 110 | 13 | 066156 | $130.62 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P265/70R16 | | 111 | 13 | 027481 | $109.55 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P265/70R17 | | 113 | 13 | 026784 | $119.28 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P265/70R18 | | 114 | 12 | 077546 | $129.45 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P265/75R16 | | 114 | 13 | 026648 | $105.39 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P275/55R20 | | 111 | 11 | 108911 | $171.04 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P275/60R20 | | 114 | 11 | 108894 | $165.47 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P275/65R18 | | 114 | 10 | 054324 | $142.46 |
| FIRESTONE | PASSENGER | DESTINATION A/T | P285/70R17 | | 117 | 11 | 066139 | $126.54 |
| FIRESTONE | PASSENGER | DESTINATION LE | 225/65R17 | | 102 | 13 | 083173 | $100.72 |
| FIRESTONE | PASSENGER | DESTINATION LE | P215/70R15 | | 97 | 12 | 030439 | $76.46 |
| FIRESTONE | PASSENGER | DESTINATION LE | P215/70R16 | | 99 | 12 | 083224 | $82.62 |
| FIRESTONE | PASSENGER | DESTINATION LE | P215/75R15 | | 100 | 12 | 146914 | $78.84 |
| FIRESTONE | PASSENGER | DESTINATION LE | P225/70R14 | | 98 | 12 | 147543 | $81.56 |
| FIRESTONE | PASSENGER | DESTINATION LE | P225/70R15 | | 100 | 12 | 146948 | $84.71 |
| FIRESTONE | PASSENGER | DESTINATION LE | P225/70R16 | | 101 | 12 | 147560 | $87.80 |
| FIRESTONE | PASSENGER | DESTINATION LE | P225/75R15 | | 102 | 12 | 146931 | $81.88 |
| FIRESTONE | PASSENGER | DESTINATION LE | P225/75R16 | XL | 106 | 12 | 040860 | $87.00 |
| FIRESTONE | PASSENGER | DESTINATION LE | P235/60R17 | | 100 | 10 | 112379 | $105.72 |
| FIRESTONE | PASSENGER | DESTINATION LE | P235/65R16 | | 101 | 10 | 065068 | $95.40 |
| FIRESTONE | PASSENGER | DESTINATION LE | P235/65R17 | | 103 | 13 | 040911 | $106.01 |
| FIRESTONE | PASSENGER | DESTINATION LE | P235/65R18 | | 104 | 12 | 108792 | $146.78 |
| FIRESTONE | PASSENGER | DESTINATION LE | P235/70R15 | | 102 | 12 | 146982 | $86.66 |
| FIRESTONE | PASSENGER | DESTINATION LE | P235/70R16 | XL | 107 | 12 | 054375 | $93.72 |
| FIRESTONE | PASSENGER | DESTINATION LE | P235/70R17 | XL | 108 | 12 | 097538 | $109.57 |
| FIRESTONE | PASSENGER | DESTINATION LE | P235/75R15 | | 105 | 12 | 146965 | $84.40 |
| FIRESTONE | PASSENGER | DESTINATION LE | P235/75R16 | XL | 109 | 12 | 054358 | $92.99 |
| FIRESTONE | PASSENGER | DESTINATION LE | P245/60R18 | | 104 | 11 | 108248 | $125.53 |
| FIRESTONE | PASSENGER | DESTINATION LE | P245/65R17 | | 105 | 13 | 040928 | $115.35 |
| FIRESTONE | PASSENGER | DESTINATION LE | P245/70R16 | | 106 | 13 | 123838 | $94.81 |
| FIRESTONE | PASSENGER | DESTINATION LE | P245/70R17 | | 108 | 13 | 087389 | $109.25 |
| FIRESTONE | PASSENGER | DESTINATION LE | P245/75R16 | | 109 | 13 | 147016 | $93.02 |
| FIRESTONE | PASSENGER | DESTINATION LE | P255/65R16 | | 106 | 13 | 040877 | $111.69 |
| FIRESTONE | PASSENGER | DESTINATION LE | P255/65R17 | | 108 | 13 | 083190 | $119.39 |
| FIRESTONE | PASSENGER | DESTINATION LE | P255/70R15 | | 108 | 13 | 146829 | $88.62 |
| FIRESTONE | PASSENGER | DESTINATION LE | P255/70R16 | | 109 | 13 | 147033 | $100.47 |
| FIRESTONE | PASSENGER | DESTINATION LE | P265/50R20 | | 106 | 11 | 108809 | $172.08 |
| FIRESTONE | PASSENGER | DESTINATION LE | P265/60R18 | | 109 | 11 | 054409 | $136.54 |
| FIRESTONE | PASSENGER | DESTINATION LE | P265/65R17 | | 110 | 13 | 054392 | $123.55 |
| FIRESTONE | PASSENGER | DESTINATION LE | P265/65R18 | | 112 | 13 | 090177 | $131.39 |
| FIRESTONE | PASSENGER | DESTINATION LE | P265/65R18 | | 112 | 12 | 090279 | $137.95 |

# EXHIBIT "B"

## HIDALGO COUNTY SHERIFF'S OFFICE

(Including All Other Hidalgo County Law Enforcement Agencies)

## "PURCHASE OF TIRES – INCLUDING INSTALLATION AND OTHER RELATED SERVICES"

## BID NO. 2011-193-09-21-SGS

## BID PAGE

| NO. | TIRE SIZE AND DESCRIPTION | BRAND | UNIT PRICE PER TIRE | OPTIONAL SERVICES- FEES | | |
|---|---|---|---|---|---|---|
| | | | | Mounting (Including Valve Stem) | Rotation | Balancing |
| 1 | 235-85-R16 (hwy all steel 10 ply) | BRIDGESTONE DURAVIS R250 ALL STEEL (206-278) | $164.00 | $8.00 | $6.00 | $8.00 |
| 2 | LT235-75-R15 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 6 PLY (189-650) | $86.50 | $8.00 | $6.00 | $8.00 |
| 3 | P215-60-R16 | FIRESTONE PRECISION TOURING (140-718) | $61.00 | $8.00 | $6.00 | $8.00 |
| 4 | LT265-70-R17 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 10 PLY (200-190) | $111.90 | $8.00 | $6.00 | $8.00 |
| 5 | P225-60-R16 (speed rated) | FIRESTONE FIREHAWK PV-41 (067-911) | $71.60 | $8.00 | $6.00 | $8.00 |
| 6 | LT245-78-R16 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 10 PLY (189-582) | $94.50 | $8.00 | $6.00 | $8.00 |
| 7 | LT265-75-R16 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 10 PLY (189-599) | $104.00 | $8.00 | $6.00 | $8.00 |
| 8 | P265-70-R18 | FIRESTONE DESTINATION LE SL (066-173) | $108.80 | $8.00 | $6.00 | $8.00 |
| 9 | P255-70-R16 | FIRESTONE DESTINATION LE SL (147-033) | $92.00 | $8.00 | $6.00 | $8.00 |
| 10 | P205-65-R15 | FIRESTONE PRECISION TOURING (140-633) | $53.50 | $8.00 | $6.00 | $8.00 |
| 11 | P205-55-R16 | FIRESTONE PRECISION TOURING (140-701) | $68.00 | $8.00 | $6.00 | $8.00 |
| 12 | P205-50-R16 | FIRESTONE PRECISION SPORT (138-168) | $66.00 | $8.00 | $6.00 | $8.00 |
| 13 | 245-70-R19.5 (hwy) | FIRESTONE FS560 12 PLY (169-981) | $254.00 | $18.00 | $22.00 | $20.00 |
| 14 | P205-75-R15 | FIRESTONE DESTINATION AT SL (026-490) | $75.50 | $8.00 | $6.00 | $8.00 |
| 15 | LT235-75-R16 | FIRESTONE DESTINATION LE XL (054-358) | $87.00 | $8.00 | $6.00 | $8.00 |
| 16 | P235-70-R17 | FIRESTONE DESTINATION LE XL (097-538) | $93.50 | $8.00 | $6.00 | $8.00 |
| 17 | LT325-65-R18 | FIRESTONE DESTINATION AT 10 PLY (192-353) | $196.00 | $8.00 | $6.00 | $8.00 |
| 18 | 325-65-18 | FIRESTONE DESTINATION MT 10 PLY (205-188) | $211.00 | $8.00 | $6.00 | $8.00 |
| 19 | 285-45-22 | FIRESTONE DESTINATION SL (133-782) | $121.00 | $8.00 | $6.00 | $8.00 |

OPENED
9:30
9/21/11
Witnessed

| | | | | | | |
|---|---|---|---|---|---|---|
| 20 | 225-60-18 | FIREHAWK GT PURSUIT (005-254) | $96.00 | $8.00 | $6.00 | $8.00 |
| 21 | 265-35-22 | VENEZIA CRUSADE SUV (VZ-4157) | $116.00 | $8.00 | $6.00 | $8.00 |
| 22 | 275-60-20 | FIRESTONE DESTINATION LE SL (108-741) | $131.00 | $8.00 | $6.00 | $8.00 |
| 23 | 215-60-17 | FIRESTONE AFFINITY TOURING TA (043-716) | $69.00 | $8.00 | $6.00 | $8.00 |
| 24 | 225-45-17 | VENEZIA CRUSADE HP (VZ-277) | $76.00 | $8.00 | $6.00 | $8.00 |
| 25 | 275-55-20 | FIRESTONE DESTINATION ST (232-123) | $111.00 | $8.00 | $6.00 | $8.00 |
| 26 | 225-55-17 | FIRESTONE WIDE OVAL INDY 500 (136-978) | $85.80 | $8.00 | $6.00 | $8.00 |
| 27 | 255-50-19 | FIRESTONE DESTINATION ST XL (232-140) | $130.00 | $8.00 | $6.00 | $8.00 |
| 28 | 295/75/R22.5 | HANKOOK TL 01 14 PLY (3001158) | $290.00 | $18.00 | $22.00 | $20.00 |
| 29 | 305-55-20 | HANKOOK DYNA PRO 10 PLY (2001433) | $350.00 | $18.00 | $22.00 | $20.00 |
| 30 | 8.25R20 | PACIFICA HWY TT SET 14 PLY (PFT-3012) | $203.00 | $18.00 | $22.00 | $20.00 |
| 31 | 9.00R20 | PACIFICA HWY TT SET 14 PLY (PFT-3015) | $233.00 | $18.00 | $22.00 | $20.00 |
| 32 | 10.00R20 | PACIFICA HWY TT SET 14 PLY (PFT-3221) | $252.00 | $18.00 | $22.00 | $20.00 |
| 33 | 11R22.5 | LING LONG PREMIUM STEER 14 PLY (MTR-2002-LL) | $305.00 | $18.00 | $22.00 | $20.00 |
| 34 | 11R24.5 | LING LONG PREMIUM STEER 14 PLY (MTR-2102-LL) | $335.00 | $18.00 | $22.00 | $20.00 |
| 35 | 37x12.50x17 | YOKOHOMA GEOLANDER A/TS (01273) | $370.00 | $8.00 | $6.00 | $8.00 |
| 36 | 235/55 R17 (speed rated) | FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 37 | P235-55-R17 (speed rated) | FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 38 | P235-75-R17 (10 ply) | FIRESTONE DESTINATION AT SL (054-239) | $103.00 | $8.00 | $6.00 | $8.00 |
| 39 | P245-65-R17 (regular tire) | FIRESTONE DESTINATION LE SL (040-928) | $102.00 | $8.00 | $6.00 | $8.00 |
| 40 | P245-70-R17 (10 ply) | FIRESTONE TRANSFORCE HT 10 PLY (191-316) | $100.00 | $8.00 | $6.00 | $8.00 |
| 41 | P255-70-R17 (10 ply) | FIRESTONE DESTINATION AT SL (054-290) | $107.00 | $8.00 | $6.00 | $8.00 |
| 42 | P265-60-R17 (speed rated) | FIRESTONE FIREHAWK GT V PURSUIT (023-189) | $106.00 | $8.00 | $6.00 | $8.00 |
| 43 | P265-70-R17 (10 ply) | FEDERAL COURAGIA AT (48FF73FA) | $110.00 | $8.00 | $6.00 | $8.00 |
| 44 | 235/55 R17 | FIRESTONE WIDE OVAL INDY 500 (136-995) | $89.50 | $8.00 | $6.00 | $8.00 |
| 45 | 235/55 ZR17 | FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 46 | 235/55-ZR17 99W M +S | FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 47 | 255/60R16 | Firestone Fire hawk PT 41 (067-911) | $71.60 | $8.00 | $6.00 | $8.00 |
| 48 | 265/70R17 M + S | FIRESTONE TRANSFORCE HT II PLY (200-156) | $110.00 | $8.00 | $6.00 | $8.00 |
| 49 | 285/60R18 M + S | BRIDGESTONE DUELER HT 684 II (112-889) | $130.00 | $8.00 | $6.00 | $8.00 |
| 50 | P255/65R17 | FIRESTONE DESTINATION LE (083-190) | $116.00 | $8.00 | $6.00 | $8.00 |
| 51 | P255/70R17 | 11OT Silent Amor FIRESTONE DESTINATION AT SL (054-290) | $109.00 | $8.00 | $6.00 | $8.00 |

OPENED
9:36
9/21/11
Witnessed

| | | | | | | |
|---|---|---|---|---|---|---|
| 52 | P255/70R17 M+S 11OT Silent Armor | FIRESTONE DESTINATION AT SL (054-290) | $109.00 | $8.00 | $6.00 | $8.00 |
| 53 | P265/60R17 108-H | FIRESTONE TRANSFORCE HT 10 PLY (200-156) | $110.00 | $8.00 | $6.00 | $8.00 |
| 54 | P265/90R17 108-H | FIRESTONE DESTINATION AT (026-784) | $104.00 | $8.00 | $6.00 | $8.00 |
| 55 | T265/70R17 TransForce A/T | FS TRANSFORCE AT 10 PLY (200-190) | $114.00 | $8.00 | $6.00 | $8.00 |
| 56 | 215/85-R16 A/T (front) | FS TRANSFORCE AT 10 PLY (189-565) | $93.00 | $8.00 | $6.00 | $8.00 |
| 57 | 225/75-R16 (back) | FIRESTONE TRANSFORCE AT 10 PLY (189-667) | $89.00 | $8.00 | $6.00 | $8.00 |
| 58 | 235/65-R17 | FIRESTONE DESTINATION LE SL (040-911) | $100.00 | $8.00 | $6.00 | $8.00 |
| 59 | 245/75-R16 A/T | FIRESTONE TRANSFORCE AT 10 PLY (189-582) | $96.00 | $8.00 | $6.00 | $8.00 |
| 60 | 245/75-R16 A/T | FIRESTONE TRANSFORCE AT 10 PLY (189-582) | $96.00 | $8.00 | $6.00 | $8.00 |
| 61 | P85/60-R18 | NO BID | NO BID | $8.00 | $6.00 | $8.00 |

**Note:** If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

OPENED
9:36 am
9/21/11
Witnessed

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: SOUTHERN TIRE MART, LLC

ADDRESS: 5051 SHARP STREET

CITY/STATE/ZIP CODE: DALLAS, TEXAS 75247

PHONE & FAX NO'S: 877-786-4681 TOLL FREE PHONE 214-389-7111 FAX

CELLULAR NO: 817-247-6845

E-MAIL ADDRESS: bharms@stmtires.com

AUTHORIZED SIGNATURE: Bobby R. Harms

PRINTED NAME: BOBBY HARMS

TITLE: DIRECTOR OF GOVERNMENT SALES

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**
**RFB-RFP-RFQ**

**BID OPENING DATE:** SEPTEMBER 21, 2011 **BID OPENING TIME:** 9:30 A.M.
**DEPARTMENT/BID DESCRIPTION** "Hidalgo Co. Sheriff's Office-Including all other Co. Law Enforcement Agencies –"Purchase of Tires –Including Installation and other Related Services"
**RFB NO:** 2011-193-00-00-SGS

| NAME OF BIDDER: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT | DATE | ADDRESS E-MAIL & PHONE NO |
|---|---|---|---|---|
| 1. Art's Automotive Tire Repair Service Attn: Fernando | E-mail | Sandy Suarez | 09/06/11 | 229 W. Park<br>Pharr, TX. 78577<br>P# 956-787-1118<br>Fernando@artsautoservice.net |
| 2. Southern Tire Mart, LLC Attn: Pat | E-mail | Sandy Suarez | 09/06/11 | 5051 Sharp St.<br>Dallas, TX 75247<br>(877) 786-4681 office<br>pcave@stmtires.com |
| 3. A to Z Tire & Battery, Inc Attn: Glen | E-mail | Sandy Suarez | 09/06/11 | 812 West 4th P.O. Box 9138<br>Amarillo, TX 79101<br>(806) 373-2592 office<br>(806) 373-6504 fax<br>gphillips@atoztire.com |
| 4. Tire Centers, LLC Attn: Rodolfo (Rudy) Rodriguez (manager) | E-mail | Sandy Suarez | 09/06/11 | 403 E. Expressway 83<br>Pharr, TX 78577<br>(956) 283-8887 office<br>(956) 227-9651 cell<br>Tci617mgr@tirecenters.com |
| 6. Discount Tire Attn: Brenton Kamaiski | E-mail | Sandy Suarez | 09/06/11 | 4109 S McColl Rd<br>Edinburg, TX.<br>(956) 994-3883 office<br>txc_08mgr@discounttireco.com |
| 7. GCR Tires Attn: Juan Hinojosa | E-mail | Sandy Suarez | 09/06/11 | 200 E. Hwy 83<br>Pharr, TX. 78577<br>P#787-5571<br>juanhinojosa@gcrtires.com |
| 8. Good Year Tires Attn: Juan | E-mail | Sandy Suarez | 09/06/11 | 4201 N. 23rd<br>McAllen, TX. 785074<br>P#686-8317<br>gsr4752@goodyear.com |
| 9. Expert Tires Attn: Steve | BLM Velocity Express | Sandy Suarez | 09/08/11 | 118 N. 12 Ave.<br>Edinburg, TX. 78541<br>P# 956-380-0371 F#956-318-3964<br>No E-mail address |
| 10. GCR Tire Center Attn: Greg Dozier | E-mail | Sandy Suarez | 09/13/11 | Pharr, Texas<br>P# 956-787-5571 F# 956-787-1673<br>gregdozier@gcrtires.com |

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|---|---|---|---|---|
| 11. Lopez Tires & Wheels, LLC<br>Attn: Jesse Lopez | E-mail | Sandy Suarez | 09/13/11 | 1220 S. 23rd St.<br>McAllen, Texas 78501<br>P#956-628-5571<br>jesselopeztiresandwheels@yahoo.com |
| 12. Valley Tire Sales<br>Attn: Rick Alaniz | BLM<br>Velocity<br>Express | Sandy Suarez | 09/13/11 | 801 E. Whitewing Ave.<br>McAllen, Texas 78501<br>P# 956-687-7789 F# 687-7071 |
| 13. Firestone Tire & Auto Center<br>Attn: Fred Sanchez | BLM<br>Velocity<br>Express | Sandy Suarez | 09/13/11 | 1401 N. 10th St.<br>McAllen, Texas 78501<br>P# 956-686-1749 F# 956-631-5892 |
| 14. Superior Oil Express<br>Attn: Homer Jasso, Jr. | E-mail | Sandy Suarez | 09/16/11 | 1704 S. Sugar Road<br>Edinburg, TX. 78539<br>P#383-3338<br>superioroilexpress@sbcglobal.net |

**IN PERSON (IP)**
**E-MAIL (EM)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**FACSIMILE (FAX)**

**REQUIREMENTS AGREEMENT**
**C-11-193-12-06**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **6th** day of **December, 2011** by and between **Southern Tire Mart, LLC** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office including All Other Hidalgo County Law Enforcement Agencies** for the -**"Purchase of Tires-Including Installation and other Related Services" (on an as needed basis)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's sole option to extend/renew for an additional two (2) one (1) year terms** based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **December 6, 2011** and expire on **December 5, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Southern Tire Mart, LLC
Attn: Bobby Harms, Director of Government Sales
5051 Sharp Street
Dallas, Texas 75247

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

Approved By Commissioners Court:_____

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY:**
**SOUTHERN TIRE MART, LLC**

By: _____
Printed Name: _____
Title: _____

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

# EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

September 06, 2011

(Company's name and address)

_____

_____

_____

_____

Re: **Hidalgo County Sheriff's Office- Including All Other Hidalgo County Law Enforcement Agencies**
Request for Bids -**"Purchase of Tires-Including Installation and Other Related Services"**
**Bid No: 2011-193-09-21-SGS**

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR BIDS (RFB) CHECKLIST

## HIDALGO COUNTY SHERIFF'S OFFICE
**-Including All Other Hidalgo County Law Enforcement Agencies**

## "Purchase of Tires-Including Installation and Other Related Services"
## RFB NO.: 2011-193-09-21-SGS

1. Request for Bid Letter, consisting of _1_ page.
2. Request for Bid, Legal Notice, consisting of _8_ pages.
3. Exhibit A Specifications, consisting of _6_ pages.
4. Exhibit B Bid Page, consisting of _3_ pages.
5. Exhibit C Insurance Requirements, consisting of _4_ pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of _1_ page.
7. Vendor/Bidder Application and W-9 form(s) consisting of _6_ pages.
8. Draft Service Agreement consisting of _8_ pages
9. Certification Regarding Debarment, consisting of _1_ page.

The above mentioned items shall be found in this Request for Bids (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L Salazar
Martha L. Salazar, CPPB, Purchasing Agent

09/06/11
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

| Bid No: 2011-193-09-21 | Buyer: Sandy Suarez | Tel. No: (956) 318-2626 x 4860 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY SHERIFF'S OFFICE
**-Including All Other Hidalgo County Law Enforcement Agencies**

## "PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"

## BID OPENING DATE:

## SEPTEMBER 21, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE-INCLUDING ALL OTHER HIDALGO COUNTY LAW ENFORCEMENT AGENCIES –"PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-193-09-21-SGS-HIDALGO COUNTY SHERIFF'S OFFICE-INCLUDING ALL OTHER HIDALGO COUNTY LAW ENFORCEMENT AGENCIES- "PURCHASE OF TIRES –INCLUDING INSTALLATION AND OTHER RELATED SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 21, 2011.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO"RFB-2011-193-09-21-SGS-HIDALGO COUNTY SHERIFF'S OFFICE-INCLUDING ALL OTHER HIDALGO COUNTY LAW ENFORCEMENT AGENCIES – PURCHASE OF TIRES- INCLUDING INSTALLATION AND OTHER RELATED SERVICES".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14 Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

**15. <u>DELIVERY INSTRUCTIONS:</u>**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- **Invoices must include:**
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"HIDALGO COUNTY SHERIFF'S OFFICE-INCLUDING ALL OTHER HIDALGO COUNTY LAW ENFORCEMENT AGENCIES – "PURCHASE OF TIRES – INCLUDING INSTALLATION AND OTHER RELATED SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**Hidalgo County Sheriff's Office**
**Attn: Myra Montoya**
**711 El Cibolo Rd**
**Edinburg, Texas 78539**
**956-383-8114**

17. **Schedule of Events**

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **SEPTEMBER 21, 2011** |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires,

(b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

**HIDALGO COUNTY SHERIFF'S OFFICE**
**Including All Other Hidalgo County Law Enforcement Agencies**
**"PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"**
**BID NO.: 2011-193-09-21-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
Including All Other Hidalgo County Law Enforcement Agencies
"PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"
RFB NO.: 2011-193-09-21-SGS

## SCOPE OF SERVICES:

The County of Hidalgo is requesting sealed bids from qualified vendors to furnish tires and to provide related services to Hidalgo County Sheriff's Office, including all other Hidalgo County Law Enforcement Agencies, in accordance with specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

## SPECIFICATIONS:

The following list of tires will be purchased only on an "**as needed basis**".

| | | | |
|---|---|---|---|
| 1. 235-85-R16 (hwy all steel 10 ply) | 17. LT325-65-R18 (all terrain) | 33. 11R22.5 | 49. 285/60R18 M + S |
| 2. LT235-75-R15 (all terrain 10 ply) | 18. 325-65-18 | 34. 11R24.5 | 50. P255/65-R17 |
| 3. P215-60-R16 | 19. 285-45-22 | 35. 37x12.50x17 | 51. P255/70R17 11OT Silent Amor |
| 4. LT265-70-R17 (all terrain- 10 ply) | 20. 225-60-18 | 36. 235/55 R17 (speed rated) | 52. P255/70R17 M + S 11OT Silent Armor |
| 5. P225-60-R16 (speed rated) | 21. 265-35-22 | 37. P235-55-R17 (speed rated) | 53. P265/60R17 108-H |
| 6. LT245-78-R16 (all terrain -10 ply) | 22. 275-60-20 | 38. P235-75-R17 (10 ply) | 54. P265/90R17 108-H |
| 7. LT265-75-R16 (all terrain -10 ply) | 23. 215-60-17 | 39. P245-65-R17 (regular tire) | 55. LT265/70R17 TransForce A/T |
| 8. P265-70-R18 | 24. 225-45-17 | 40. P245-70-R17 (10 ply) | 56. 215/85-R16 A/T (front) |
| 9. P255-70-R16 | 25. 275-55-20 | 41. P255-70-R17 (10 ply) | 57. 225/75-R16 (back) |
| 10. P205-65-R15 | 26. 225-55-17 | 42. P265-60-R17 (speed rated) | 58. 235/65-R17 |
| 11. P205-55-R16 | 27. 255-50-19 | 43. P265-70-R17 (10 ply) | 59. 245/75-R16 A/T |
| 12. P205-50-R16 | 28. 295-75-R22.5 | 44. 235/55R17 | 60. 255/70-18 |
| 13. 245-70-R19.5 (hwy) | 29. 305-55-20 | 45. 235/55 ZR17 | 61. P85/60-R18 |
| 14. P205-75-R15 | 30. 8.25R20 | 46. 235/55 ZR17 99W M +S | |
| 15. LT235-75-R16 | 31. 9.00R20 | 47. 255/60R16 Firestone Fire hawk PT 41 | |
| 16. P235-70-R17 | 32. 10.00R20 | 48. 265/70R17 M + S | |

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
Including All Other Hidalgo County Law Enforcement Agencies
"PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"
RFB NO.: 2011-193-09-21-SGS

**REQUIREMENTS, TERMS AND CONDITIONS**

1. Interested vendors may have at least **one (1) service/store location in Hidalgo County.**
2. All tires specified as **"all terrain"** should be for speeds of 100 mph and greater.
3. All tires specified as **"all steel"** should be for speeds of 100 mph and greater.
4. The charges for mounting (valve stems included), rotation and balancing will be itemized separately from the Unit price per tire (see Exhibit "B"- Bid page).
5. Mounting, rotation and balancing of tires is **OPTIONAL,** and will be done only on an **"as needed basis".**
6. Hidalgo County Sheriff's Office will dispose of all their used tires.
7. All tire purchases will be on an "as needed basis". There is no guaranteed annual volume.
8. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for Hidalgo County Sheriff's Office.
9. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.
10. Hidalgo County reserves the right to award item by item or services to One (1) or to Multiple vendors, if it deems it is in its best interest to do so.
11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits)
12. **All costs and expenses associated with the preparation and submission of (bid, proposals, statements of qualifications (RFQ) and quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.**
13. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities to accept the bid considered the best and most advantage to the County.
14. Interested Vendor(s) must have been established and in business for at least two years.

15. Hidalgo County may utilize "State Awarded Contracts or any other cooperative purchasing programs" when it is in the County best interest to do so.

16. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

17. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

18. Hidalgo County reserves the right to hold bids for period of ninety (90) days without taking any action.

19. Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancellation.

20. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

21. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

22. Costs are to be net F.O.B., County Prepaid.

23. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

24. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

## DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

## Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Texas 78539

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL sandy.suarez@co.hidalgo.tx.us, NO LATER THAN Wednesday, September 14, 2011 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, September 16, 2011 by 5:00 p.m.**

# EXHIBIT "B"

## HIDALGO COUNTY SHERIFF'S OFFICE

(Including All Other Hidalgo County Law Enforcement Agencies)

## "PURCHASE OF TIRES – INCLUDING INSTALLATION AND OTHER RELATED SERVICES"

## BID NO. 2011-193-09-21-SGS

## BID PAGE

| NO. | TIRE SIZE AND DESCRIPTION | BRAND | UNIT PRICE PER TIRE | OPTIONAL SERVICES- FEES | | |
|---|---|---|---|---|---|---|
| | | | | Mounting (Including Valve Stem) | Rotation | Balancing |
| 1 | 235-85-R16 (hwy all steel 10 ply) | | | | | |
| 2 | LT235-75-R15 (all terrain 10 ply) | | | | | |
| 3 | P215-60-R16 | | | | | |
| 4 | LT265-70-R17 (all terrain 10 ply) | | | | | |
| 5 | P225-60-R16 (speed rated) | | | | | |
| 6 | LT245-78-R16 (all terrain 10 ply) | | | | | |
| 7 | LT265-75-R16 (all terrain 10 ply) | | | | | |
| 8 | P265-70-R18 | | | | | |
| 9 | P255-70-R16 | | | | | |
| 10 | P205-65-R15 | | | | | |
| 11 | P205-55-R16 | | | | | |
| 12 | P205-50-R16 | | | | | |
| 13 | 245-70-R19.5 (hwy) | | | | | |
| 14 | P205-75-R15 | | | | | |
| 15 | LT235-75-R16 | | | | | |
| 16 | P235-70-R17 | | | | | |
| 17 | LT325-65-R18 | | | | | |
| 18 | 325-65-18 | | | | | |
| 19 | 285-45-22 | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 20 | 225-60-18 | | | | | |
| 21 | 265-35-22 | | | | | |
| 22 | 275-60-20 | | | | | |
| 23 | 215-60-17 | | | | | |
| 24 | 225-45-17 | | | | | |
| 25 | 275-55-20 | | | | | |
| 26 | 225-55-17 | | | | | |
| 27 | 255-50-19 | | | | | |
| 28 | 295/75/R22.5 | | | | | |
| 29 | 305-55-20 | | | | | |
| 30 | 8.25R20 | | | | | |
| 31 | 9.00R20 | | | | | |
| 32 | 10.00R20 | | | | | |
| 33 | 11R22.5 | | | | | |
| 34 | 11R24.5 | | | | | |
| 35 | 37x12.50x17 | | | | | |
| 36 | 235/55 R17 (speed rated) | | | | | |
| 37 | P235-55-R17 (speed rated) | | | | | |
| 38 | P235-75-R17 (10 ply) | | | | | |
| 39 | P245-65-R17 (regular tire) | | | | | |
| 40 | P245-70-R17 (10 ply) | | | | | |
| 41 | P255-70-R17 (10 ply) | | | | | |
| 42 | P265-60-R17 (speed rated) | | | | | |
| 43 | P265-70-R17 (10 ply) | | | | | |
| 44 | 235/55 R17 | | | | | |
| 45 | 235/55 ZR17 | | | | | |
| 46 | 235/55-ZR17 99W M +S | | | | | |
| 47 | 255/60R16 Firestone Fire hawk PT 41 | | | | | |
| 48 | 265/70R17 M + S | | | | | |
| 49 | 285/60R18 M + S | | | | | |
| 50 | P255/65R17 | | | | | |
| 51 | P255/70R17 11OT Silent Amor | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 52 | P255/70R17 M+S 11OT Silent Armor | | | | | |
| 53 | P265/60R17 108-H | | | | | |
| 54 | P265/90R17 108-H | | | | | |
| 55 | T265/70R17 TransForce A/T | | | | | |
| 56 | 215/85-R16 A/T (front) | | | | | |
| 57 | 225/75-R16 (back) | | | | | |
| 58 | 235/65-R17 | | | | | |
| 59 | 245/75-R16 A/T | | | | | |
| 60 | 245/75-R16 A/T | | | | | |
| 61 | P85/60-R18 | | | | | |

**Note:** If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

**INSURERS AFFORDING COVERAGE**

| | |
|---|---|
| INSURER A: | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | DUCTS - COMP/OP AGG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU ☐ OTHER TORY LIMITS | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE POLICY LIMIT | $ |
| | **OTHER** | | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED: INSURER LETTER: _____ | CANCELLATION |
|---|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>Edinburg, Texas 78539 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES<br>AUTHORIZED REPRESENTATIVE |

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**Thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or email: purchasing@co.hidalgo.tx.us**

| |
|---|
| **Company Name:** **Telephone No. ( )** |
| **dba Name:** |
| **Legal Name:** |
| **Mailing Address:** **Fax No. ( )** |
| **Physical Address:** |
| **City, State, Zip** **Tax I.D. No.** |
| **Remit to Address :** **City, State, Zip** |
| **E-Mail Address:** |
| **Representative(s) Name(s) & Title(s)** |
| **Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify**<br>**State Identification No._____ (Please attached completed W-9 form with this application)**<br>**Federal Identification No. or (if individual) SS No.** |
| **State of Incorporation: _____ Date:_____ Other:** |
| **Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify** |
| **Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:** |
| **Small and/or Disadvantaged Business Information (check application criteria)**<br>**Small Business:** **Disadvantaged Business (At Least 51% Ownership)**<br>☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American<br>☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women<br>☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other<br>☐ More than 500,000 annual gross receipt<br>**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No<br>**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No |
| **What type of product(s) is/are solicited by your company?:**<br>**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No |
| **To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):**<br>**Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:** |

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"

BID PAGE and TABULATION SHEET

# EXHIBIT "B"

## HIDALGO COUNTY SHERIFF'S OFFICE

(Including All Other Hidalgo County Law Enforcement Agencies)

## "PURCHASE OF TIRES – INCLUDING INSTALLATION AND OTHER RELATED SERVICES"

## BID NO. 2011-193-09-21-SGS

## BID PAGE

| NO. | TIRE SIZE AND DESCRIPTION | BRAND | UNIT PRICE PER TIRE | OPTIONAL SERVICES- FEES | | |
|---|---|---|---|---|---|---|
| | | | | Mounting (Including Valve Stem) | Rotation | Balancing |
| 1 | 235-85-R16 (hwy all steel 10 ply) | BRIDGESTONE DURAVIS R250 ALL STEEL (206-278) | $164.00 | $8.00 | $6.00 | $8.00 |
| 2 | LT235-75-R15 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 6 PLY (189-650) | $86.50 | $8.00 | $6.00 | $8.00 |
| 3 | P215-60-R16 | FIRESTONE PRECISION TOURING (140-718) | $61.00 | $8.00 | $6.00 | $8.00 |
| 4 | LT265-70-R17 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 10 PLY (200-190) | $111.90 | $8.00 | $6.00 | $8.00 |
| 5 | P225-60-R16 (speed rated) | FIRESTONE FIREHAWK PV-41 (067-911) | $71.60 | $8.00 | $6.00 | $8.00 |
| 6 | LT245-78-R16 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 10 PLY (189-582) | $94.50 | $8.00 | $6.00 | $8.00 |
| 7 | LT265-75-R16 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 10 PLY (189-599) | $104.00 | $8.00 | $6.00 | $8.00 |
| 8 | P265-70-R18 | FIRESTONE DESTINATION LE SL (066-173) | $108.80 | $8.00 | $6.00 | $8.00 |
| 9 | P255-70-R16 | FIRESTONE DESTINATION LE SL (147-033) | $92.00 | $8.00 | $6.00 | $8.00 |
| 10 | P205-65-R15 | FIRESTONE PRECISION TOURING (140-633) | $53.50 | $8.00 | $6.00 | $8.00 |
| 11 | P205-55-R16 | FIRESTONE PRECISION TOURING (140-701) | $68.00 | $8.00 | $6.00 | $8.00 |
| 12 | P205-50-R16 | FIRESTONE PRECISION SPORT (138-168) | $66.00 | $8.00 | $6.00 | $8.00 |
| 13 | 245-70-R19.5 (hwy) | FIRESTONE FS560 12 PLY (169-981) | $254.00 | $18.00 | $22.00 | $20.00 |
| 14 | P205-75-R15 | FIRESTONE DESTINATION AT SL (026-490) | $75.50 | $8.00 | $6.00 | $8.00 |
| 15 | LT235-75-R16 | FIRESTONE DESTINATION LE XL (054-358) | $87.00 | $8.00 | $6.00 | $8.00 |
| 16 | P235-70-R17 | FIRESTONE DESTINATION LE XL (097-538) | $93.50 | $8.00 | $6.00 | $8.00 |
| 17 | LT325-65-R18 | FIRESTONE DESTINATION AT 10 PLY (192-353) | $196.00 | $8.00 | $6.00 | $8.00 |
| 18 | 325-65-18 | FIRESTONE DESTIINATION MT 10 PLY (205-188) | $211.00 | $8.00 | $6.00 | $8.00 |
| 19 | 285-45-22 | FIRESTONE DESTINATION SL (133-782) | $121.00 | $8.00 | $6.00 | $8.00 |

OPENED
9:30
9/21/11
Witnessed

| | | | | | | |
|---|---|---|---|---|---|---|
| 20 | 225-60-18 | FIRESTONE FIREHAWK GT PURSUIT (005-254) | $96.00 | $8.00 | $6.00 | $8.00 |
| 21 | 265-35-22 | VENEZIA CRUSADE SUV (VZ-4157) | $116.00 | $8.00 | $6.00 | $8.00 |
| 22 | 275-60-20 | FIRESTONE DESTINATION LE SL (108-741) | $131.00 | $8.00 | $6.00 | $8.00 |
| 23 | 215-60-17 | FIRESTONE AFFINITY TOURING TA (043-716) | $69.00 | $8.00 | $6.00 | $8.00 |
| 24 | 225-45-17 | VENEZIA CRUSADE HP (VZ-277) | $76.00 | $8.00 | $6.00 | $8.00 |
| 25 | 275-55-20 | FIRESTONE DESTINATION ST (232-123) | $111.00 | $8.00 | $6.00 | $8.00 |
| 26 | 225-55-17 | FIRESTONE WIDE OVAL INDY 500 (136-978) | $85.80 | $8.00 | $6.00 | $8.00 |
| 27 | 255-50-19 | FIRESTONE DESTINATION ST XL (232-140) | $130.00 | $8.00 | $6.00 | $8.00 |
| 28 | 295/75/R22.5 | HANKOOK TL 01 14 PLY (3001158) | $290.00 | $18.00 | $22.00 | $20.00 |
| 29 | 305-55-20 | HANKOOK DYNA PRO 10 PLY (2001433) | $350.00 | $18.00 | $22.00 | $20.00 |
| 30 | 8.25R20 | PACIFICA HWY TT SET 14 PLY (PFT-3012) | $203.00 | $18.00 | $22.00 | $20.00 |
| 31 | 9.00R20 | PACIFICA HWY TT SET 14 PLY (PFT-3015) | $233.00 | $18.00 | $22.00 | $20.00 |
| 32 | 10.00R20 | PACIFICA HWY TT SET 14 PLY (PFT-3221) | $252.00 | $18.00 | $22.00 | $20.00 |
| 33 | 11R22.5 | LING LONG PREMIUM STEER 14 PLY (MTR-2002-LL) | $305.00 | $18.00 | $22.00 | $20.00 |
| 34 | 11R24.5 | LING LONG PREMIUM STEER 14 PLY (MTR-2102-LL) | $335.00 | $18.00 | $22.00 | $20.00 |
| 35 | 37x12.50x17 | YOKOHOMA GEOLANDER A/TS (01273) | $370.00 | $8.00 | $6.00 | $8.00 |
| 36 | 235/55 R17 (speed rated) | FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 37 | P235-55-R17 (speed rated) | FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 38 | P235-75-R17 (10 ply) | FIRESTONE DESTINATION AT SL (054-239) | $103.00 | $8.00 | $6.00 | $8.00 |
| 39 | P245-65-R17 (regular tire) | FIRESTONE DESTINATION LE SL (040-928) | $102.00 | $8.00 | $6.00 | $8.00 |
| 40 | P245-70-R17 (10 ply) | FIRESTONE TRANSFORCE HT 10 PLY (191-316) | $100.00 | $8.00 | $6.00 | $8.00 |
| 41 | P255-70-R17 (10 ply) | FIRESTONE DESTINATION AT SL (054-290) | $107.00 | $8.00 | $6.00 | $8.00 |
| 42 | P265-60-R17 (speed rated) | FIRESTONE FIREHAWK GT V PURSUIT (023-189) | $106.00 | $8.00 | $6.00 | $8.00 |
| 43 | P265-70-R17 (10 ply) | FEDERAL COURAGIA AT (48FF73FA) | $110.00 | $8.00 | $6.00 | $8.00 |
| 44 | 235/55 R17 | FIRESTONE WIDE OVAL INDY 500 (136-995) | $89.50 | $8.00 | $6.00 | $8.00 |
| 45 | 235/55 ZR17 | FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 46 | 235/55-ZR17 99W M +S | FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 47 | 255/60R16 | Firestone Fire hawk PT 41 (067-911) | $71.60 | $8.00 | $6.00 | $8.00 |
| 48 | 265/70R17 M + S | FIRESTONE TRANSFORCE HT 10 PLY (200-156) | $110.00 | $8.00 | $6.00 | $8.00 |
| 49 | 285/60R18 M + S | BRIDGESTONE DUELER HT 684 II (112-889) | $130.00 | $8.00 | $6.00 | $8.00 |
| 50 | P255/65R17 | FIRESTONE DESTINATION LE (083-190) | $116.00 | $8.00 | $6.00 | $8.00 |
| 51 | P255/70R17 | 11OT Silent Amor FIRESTONE DESTINATION AT SL (054-290) | $109.00 | $8.00 | $6.00 | $8.00 |

UPENDI
9:36
9/21/11
Witnessed

| | | | | | | |
|---|---|---|---|---|---|---|
| 52 | P255/70R17 M+S 11OT Silent Armor | FIRESTONE DESTINATION AT SL (054-290) | $109.00 | $8.00 | $6.00 | $8.00 |
| 53 | P265/60R17 108-H | FIRESTONE TRANSFORCE HT 10 PLY (200-156) | $110.00 | $8.00 | $6.00 | $8.00 |
| 54 | P265/90R17 108-H | FIRESTONE DESTINATION AT (026-784) | $104.00 | $8.00 | $6.00 | $8.00 |
| 55 | T265/70R17 TransForce A/T | FS TRANSFORCE AT 10 PLY (200-190) | $114.00 | $8.00 | $6.00 | $8.00 |
| 56 | 215/85-R16 A/T (front) | FS TRANSFORCE AT 10 PLY (189-565) | $93.00 | $8.00 | $6.00 | $8.00 |
| 57 | 225/75-R16 (back) | FIRESTONE TRANSFORCE AT 10 PLY (189-667) | $89.00 | $8.00 | $6.00 | $8.00 |
| 58 | 235/65-R17 | FIRESTONE DESTINATION LE SL (040-911) | $100.00 | $8.00 | $6.00 | $8.00 |
| 59 | 245/75-R16 A/T | FIRESTONE TRANSFORCE AT 10 PLY (189-582) | $96.00 | $8.00 | $6.00 | $8.00 |
| 60 | 245/75-R16 A/T | FIRESTONE TRANSFORCE AT 10 PLY (189-582) | $96.00 | $8.00 | $6.00 | $8.00 |
| 61 | P85/60-R18 | NO BID | NO BID | $8.00 | $6.00 | $8.00 |

**Note:** If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

OPENED
9:36 am
9/21/11
Witnessed

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: SOUTHERN TIRE MART, LLC

ADDRESS: 5051 SHARP STREET

CITY/STATE/ZIP CODE: DALLAS, TEXAS 75247

PHONE & FAX NO'S: 877-786-4681 TOLL FREE PHONE 214-389-7111 FAX

CELLULAR NO: 817-247-6845

E-MAIL ADDRESS: bharms@stmtires.com

AUTHORIZED SIGNATURE: Bobby R. Harms

PRINTED NAME: BOBBY HARMS

TITLE: DIRECTOR OF GOVERNMENT SALES

# TABULATION SHEET
## HIDALGO COUNTY SHERIFF'S OFFICE
### (Including all Other Hidalgo Co. Law Enforcement Agencies)
### "PURCHASE OF TIRES-INCLUDING RELATED SERVICES RELATING TO INSTALLING TIRES"
### BID NO. 2011-193-09-21-SGS

| ITEM NO. | TIRE SIZE & DESCRIPTION | SOLE BIDDER | | | | |
|---|---|---|---|---|---|---|
| | | SOUTHERN TIRE MART, LLC | | | | |
| | | Tire Brand | Unit Price | Mounting (Including stem valve) | Rotation | Balancing |
| 1 | 235-85-R16 (hwy all steel 10 ply) | Bridgestone Duravis R250 all steel (206-278) | $ 164.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 2 | LT235-75-R15 (all terrain 10 ply) | Firestone Transforce AT 6 ply (189-650) | $ 86.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 3 | P215-60-R16 | Firestone Precision Touring (104-718) | $ 61.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 4 | LT265-70-R17 (all terrain 10 ply) | Firestone Transforce AT 10 ply (200-190) | $111.90 | $ 8.00 | $ 6.00 | $ 8.00 |
| 5 | P225-60-R16 (speed rated) | Firestone FireHawk PV -41 (607-911) | $71.60 | $ 8.00 | $ 6.00 | $ 8.00 |
| 6 | LT245-78-R16 (all terrain 10 ply) | Firestone Transforce AT 10 ply (189-582) | $ 94.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 7 | LT265-75-R16 (all terrain 10 ply) | Firestone Transforce AT 10 ply (189-599) | $ 104.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 8 | P265-70-R18 | Firestone Destination LE SL (066-173) | $ 108.80 | $ 8.00 | $ 6.00 | $ 8.00 |
| 9 | P255-70-R16 | Firestone Destination LE SL (147-033) | $ 92.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 10 | P205-65-R15 | Firestone Precision Touring (140-633) | $ 53.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 11 | P205-55-R16 | Firestone Precision Touring (140-701) | $ 68.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 12 | P205-50-R16 | Firestone Precision Sport (138-168) | $ 66.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 13 | 245-70-R19.5 (hwy) | Firestone FS560 12 ply (169-981) | $ 254.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 14 | P205-75-R15 | Firestone Destination AT SL (026-490) | $ 75.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 15 | LT235-75-R16 | Firestone Destination LE XL (054-358) | $ 87.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 16 | P235-70-R17 | Firestone Destination LE XL (097-538) | $ 93.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 17 | LT325-65-R18 (all terrain) | Firestone Destination AT 10 ply (192-353) | $ 196.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 18 | 325-65-18 | Firestone Destination MT 10 ply (205-188) | $ 211.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 19 | 285-45-22 | Firestone Destination ST (133-782) | $ 121.00 | $ 8.00 | $ 6.00 | $ 8.00 |

| Item No. | Tire size & Description | Tire Brand | Unit Price | Mounting (Including stem valve) | Rotation | Balancing |
|---|---|---|---|---|---|---|
| 20 | 225-60-18 | Firestone FireHawk GT Pursuit (005-254) | $ 96.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 21 | 265-35-22 | Venezia Crusade SUV (VZ-4157) | $ 116.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 22 | 275-60-20 | Firestone Destination LE SL (108-741) | $ 131.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 23 | 215-60-17 | Firestone Affinity Touring TA (043-716) | $ 69.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 24 | 225-45-17 | Venezia Crusade HP (VZ-277) | $ 76.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 25 | 275-55-20 | Firestone Destination ST (232-123) | $111.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 26 | 225-55-17 | Firestone Wide Oval Indy 500 (136-978) | $ 85.80 | $ 8.00 | $ 6.00 | $ 8.00 |
| 27 | 255-50-19 | Firestone Destination ST XL (232-140) | $ 130.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 28 | 295/75/R22.5 | HanKook TL 01 14 ply (3001158) | $ 290.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 29 | 305-55-20 | Hankook Dyna Pro 10 ply (2001433) | $ 350.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 30 | 8.25R20 | Pacifica Hwy TT set 14 ply (PFT-3012) | $ 203.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 31 | 9.00R20 | Pacifica Hwy TT set 14 ply (PFT-3015) | $ 233.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 32 | 10.00/20 | Pacifica Hwy TT set 14 ply (PFT-3221) | $ 252.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 33 | 11R22.5 | Ling Long Premium STEER 14 ply (MTR-2002-LL) | $ 305.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 34 | 11R24.5 | Ling Long Premium STEER 14 ply (MTR-2102-LL) | $ 335.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 35 | 37X12.50X17 | Yokohoma Geolander A/TS (01273) | $ 370.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 36 | 235/55 R17 (speed rated) | Firestone FireHawk GT Z (077-325) | $ 86.25 | $ 8.00 | $ 6.00 | $ 8.00 |
| 37 | P235-55-R17 (speed rated) | Firestone FireHawk GT Z (077-325) | $ 86.25 | $ 8.00 | $ 6.00 | $ 8.00 |
| 38 | P235-75-R17 (10 ply) | Firestone Destination AL ST (054-239) | $ 103.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 39 | P245-65-R17 (regular tire) | Firestone Destination LE SL (040-928) | $ 102.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 40 | P245-70-R17 (10 ply) | Firestone Transforce HT 10 ply (191-316) | $ 100.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 41 | P255-70-R17 (10 ply) | Firestone Destination AT SL (054-290) | $107.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 42 | P265-60-R17 (speed rated) | Firestone Fire Hawk Pursuit GT V (023-189) | $106.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 43 | P265-70-R17 (10 ply) | Federal Couragia AT (48FF73FA) | $ 110.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 44 | 235/55 R17 | Firestone Wide Oval Indy 500 (136-995) | $ 89.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 45 | 235/55 ZR17 | Firestone FireHawk GT Z (077-325) | $ 86.25 | $ 8.00 | $ 6.00 | $ 8.00 |
| 46 | 235/55-ZR17 99W M +S | Firestone FireHawk GT Z (077-325) | $ 86.25 | $ 8.00 | $ 6.00 | $ 8.00 |
| 47 | 255/60R16 Firestone Firehawk PT 41 | Firestone FireHawk PT 41 (067-911) | $ 71.60 | $ 8.00 | $ 6.00 | $ 8.00 |
| 48 | 265/70R17 M + S | Firestone Transforce HT 10 ply (200-156) | $ 110.00 | $ 8.00 | $ 6.00 | $ 8.00 |

| Item No. | Tire size & Description | Tire Brand | Unit Price | Mounting (Including stem valve) | Rotation | Balancing |
|---|---|---|---|---|---|---|
| 49 | 285/60R18 M + S | Bridgestone Dueler HT 684 II (112-889) | $ 130.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 50 | P255/65R17 | Firestone Destination LE (083-190) | $ 116.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 51 | P255/70R17 11OT Silent Amor | Firestone Destination AT SL (054-290) | $ 109.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 52 | P255/70R17 M+S 11OT Silent Armor | Firestone Destination AT SL (054-290) | $ 109.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 53 | P265/60R17 108-H | Firestone TransForce HT 10 ply (200-156) | $ 110.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 54 | P265/90R17 108-H | Firestone Destination AT (026-784) | $ 104.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 55 | T265/70R17 Transforce A/T | Firestone TransForce AT 10 ply (200-190) | $ 114.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 56 | 215/85-R16 A/T (front) | Firestone TransForce AT 10 ply (189-565) | $ 93.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 57 | 225/75-R16 (back) | Firestone TransForce AT 10 ply (189-667) | $ 89.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 58 | 235/65-R17 | Firestone Destination LE SL (040-911) | $ 100.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 59 | 245/75-R16 A/T | Firestone TransForce AT 10 ply (189-582) | $ 96.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| ** 60 | 245/75-R16 A/T | Firestone TransForce AT 10 ply (189-582) | $ 96.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 61 | P85/60-R18 | NO BID | NO BID | $ 8.00 | $ 6.00 | $ 8.00 |

** Note: #60 will not be awarded, due to erroneously duplicating tire #59

# EXHIBIT "C"

CERTIFICATE OF INSURANCE

MCBR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER (601) 544-8703<br>Stewart Sneed Hewes - Hattiesburg<br>A Division of BancorpSouth Insurance Services<br>P. O. Box 1976<br>Hattiesburg, MS 39403-1976 | CONTACT NAME: Brenda McKee<br>PHONE (A/C, No, Ext): 601-554-7333 FAX (A/C, No): 877-288-0152<br>E-MAIL ADDRESS: brenda.mckee@bxsi.com<br>PRODUCER CUSTOMER ID #: SOUTTIR-01 |
| INSURED Southern Tire Mart, LLC<br>529 Industrial Park Road<br>Columbia, MS 39429 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Companion Property & Casualty Ins Co — 12157<br>INSURER B : Lexington Insurance Company — 19437<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | X | | PCP23001010001 | 9/1/2011 | 9/1/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>300,000<br>10,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | X | | PCA23001010001 | 9/1/2011 | 9/1/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | X | | 0153744875 | 9/1/2011 | 9/1/2012 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | WC STATU-TORY LIMITS / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | |
| A | Garage Liability | X | | PCP23001010001 | 9/1/2011 | 9/1/2012 | | | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

30 day notice of cancellation applies, except for cancellation due to non-payment of premium.

RE: Purchase of Tires-Including Installation and other Related Services, RFB NO.: 2011-193-09-21-SGS

County of Hidalgo is additional insured on all Commercial General Liability Policies.

**CERTIFICATE HOLDER**

Hidalto County
Attn: Purchasing Dept
2812 S. Highway Bus. 281
Edinburg, TX 78539-

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OP ID: AK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>HUB International Gulf South<br>11606 Southfork Dr.; Suite 300<br>Baton Rouge, LA 70816<br>David Alligood<br>225-218-2400<br>225-218-2401 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: SOUTH41 |
| INSURED<br>Southern Tire Mart, LLC<br>529 Industrial Park Road<br>Columbia, MS 39429 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Liberty Mutual Insurance Co. — 23043<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | HIRED AUTOS | | | | | | | $ |
| | NON-OWNED AUTOS | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DEDUCTIBLE | | | | | | | $ |
| | RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC2-Z91-449285-011 | 05/01/11 | 05/01/12 | X WC STATU-TORY LIMITS OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDAL-1

Hidalgo County
Attn: Purchasing Dept
2812 S. Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Sandy Suarez

**From:** Leticia Saenz [leticia.saenz@co.hidalgo.tx.us]
**Sent:** Wednesday, November 23, 2011 3:37 PM
**To:** 'Sandy Suarez'
**Cc:** 'Darlene Betancourt'
**Subject:** FW: 2nd-Review & Approval of Contract w/WC Ins-- C-11-193-12-06-Southern Tire Mart LLC-HCSO
**Attachments:** 01 C-11-193-12-06-Southern Tire Mart LLC-HCSO.pdf

**Importance:** High

**Ms. Sandy-**

**You may proceed to place on the next CC agenda for final approval of bid/contract. Legal approved contract (see email below).....Wooooopppppeeeeee!....**

**Leticia H. Saenz, CPPB/Contracts Manager**
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, November 23, 2011 3:24 PM
**To:** 'Leticia Saenz'
**Subject:** FW: 2nd-Review & Approval of Contract w/WC Ins-- C-11-193-12-06-Southern Tire Mart LLC-HCSO
**Importance:** High

You're on a roll!

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Wednesday, November 23, 2011 3:17 PM
**To:** 'Martha Salazar'
**Subject:** RE: 2nd-Review & Approval of Contract w/WC Ins-- C-11-193-12-06-Southern Tire Mart LLC-HCSO

The agreement is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, November 23, 2011 2:56 PM
**To:** 'Steve Crain'
**Cc:** 'Leticia Saenz'
**Subject:** FW: 2nd-Review & Approval of Contract w/WC Ins-- C-11-193-12-06-Southern Tire Mart LLC-HCSO
**Importance:** High

Mr. Crain:
Here's the W/C we left out of the agreement. Please review and comment as to form.
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Wednesday, November 23, 2011 2:41 PM

**AI-29867** **19. G. 1.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Martha L. Salazar **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Recommend award of bid and approval of contract to the sole bidder (CSS Technology, Inc.) meeting all specifications and/or requirements for "EN-1 Road Stabilizer Material" for Hidalgo County.(RFB No.: 2011-268-11-16-CGA)

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** obj. 673 & 731 countywide

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

This is a countywide contract mainly used by the Pcts in relation to road materials.

Possible funding sources is obj. 673 "R & B R & M Supplies" & 731 "Roads". Please refer to attached expense report for funds availability as of 12-1-11.

## Attachments

Tabulation-Participation Sheets

Precincts Recommendation Memo

Contract

Expense Report as of 12-1-11

Legal's approval of contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 12/01/2011 09:09 AM |
| Budget & Management | Merlen P. Munoz | 12/01/2011 09:49 AM |
| Rosalinda Cantu | Merlen P. Munoz | 12/01/2011 10:07 AM |
| Ivan Cantu | Ivan Cantu | 12/01/2011 03:25 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 05:41 PM |

Form Started By: Gricelda Villarreal Started On: 11/28/2011 03:55 PM

Final Approval Date: 12/01/2011

*HIDALGO COUNTY PURCHASING DEPARTMENT*
*PARTICIPATING RESPONDENT'S LOG*
*REQUIREMENTS/RFP PACKETS*

*IBF-RFP-RFQ-RFI*

RFB OPENING DATE: November 16, 2011 RFB OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "RFB EN-1 Road Stabilizer Material-Hidalgo County"

RFB NO: 2011-268-11-16-CGA

| NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME | PROPOSAL REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s |
|---|---|---|---|---|
| 1. RoadBond Serv. Co. Roy Alvarez Jr. | VIA email | Rava1954@aol.com 956-490-7528 Fax: 412-0061 | 10-31-11 | 1729 Evergreen Court Harlingen, Tx 78550 |
| 2. Prime Vendor Inc | Via email | bids17@prime-vendor.com Phone: 800 746-9554 Fax: 800 746-8307 | 10-31-11 | 4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 |
| 3. Jonathan Winkelman | VIA email | jonathan.winkelman@gmail.com 512.665.2085 | 10-31-11 | |
| 4. Virtual Builder's Exchange Edith Carmona | via Email | edith@virtualbx.com | 10-31-11 | 4047 Naco-Perrin Ste. 100 San Antonio, TX 78217 210) 918-1117 direct line (210) 564-6900 phone |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County (County- Wide)

BID OPENIG DATE: November 16, 2011 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: RFB-EN-1 Road Stabilizer Material-Hidalgo County

BID NO: 2010-268-11-16CGA

| RFB# | NAME OF COMPANY | Unit Price |
|---|---|---|
| #01 | CSS Technology Inc.<br>d/b/a Roadbond Service Company | $400.00 per 5-gallon container |
| #02 | | |
| #03 | | |
| #04 | | |
| #05 | | |
| #06 | | |
| #07 | | |
| #08 | | |
| #09 | | |
| #10 | | |

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Gloria Beltran

FROM: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

DATE: November 16, 2011

RE: RFB- "EN-1 Road Stabilizer Material for Hidalgo County "

Enclosed you will find the tabulation sheet and the sole bid received for the above reference project for your review and comments.

Please respond by no later than 3:00 p.m., Monday, November 21, 2011, by marking approved or disapprove along with your budget information.

If you have any questions, please call me at 318-2626.

APPROVE ✓ DISAPPROVE

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: _____ PRECINCT NO: 1

1-1200-431-00-121-005-0-673 / 1-1342-431-00-121-041-0-731
1-1342-431-00-121-085-0-731

AUTHORIZED SIGNATURE N. Montes PRINTED NAME Noe Montes DATE 11/22/11

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
OCT 12 2011

# MEMORANDUM

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Gloria Beltran

FROM: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

DATE: October 5, 2011

RE: RFB- "EN-1 Road Stabilizer Material for Hidalgo County "

Enclosed for your review are the following specifications for the above reference project so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all our requirements by signing below and marking approve or disapprove and return back by Wednesday, October 12, 2011.

If you have any questions, please call me at 318-2626.

APPROVE ☐ DISAPPROVE ☐

FUNDS AVAILABILITY: _____Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 1200.431.00.122006.0479 Account # Depens also on Project. PRECINCT NO: 2

Ricardo Cuellar RICARDO CUELLAR 10/11/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Gloria Beltran

FROM: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

DATE: October 5, 2011

RE: RFB- "EN-1 Road Stabilizer Material for Hidalgo County "

Enclosed for your review are the following specifications for the above reference project so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all our requirements by signing below and marking approve or disapprove and return back by Wednesday, October 12, 2011.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 1-1200-431-00-123-005-0-693 PRECINCT NO: 3

Joe. M. Flores 10/14/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.**

Note:
Pct #3 does not use EN-1

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Gloria Beltran

FROM: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

DATE: October 5, 2011

RE: RFB- "EN-1 Road Stabilizer Material for Hidalgo County "

Enclosed for your review are the following specifications for the above reference project so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all our requirements by signing below and marking approve or disapprove and return back by Wednesday, October 12, 2011.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: _____ PRECINCT NO: 4

Joseph Palacios MAB — Joseph Palacios — 10/11/11

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.**

1-1200-431-00-124-007-0-673

# REQUIREMENTS AGREEMENT
# C-11-268-12-06

THIS AGREEMENT (the "Agreement") is entered into effective as of **December 6, 2011** and between **CSS Technology Inc., d/ba/ Roadbond Service Company** (“Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **“ EN-1 Road Stabilizer Material** (commodity) **,”** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the “RFB Packet”) for a period one (1) year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **“EN-1 Road Stabilizer Material-Hidalgo County ”** in the areas of **HIDALGO COUNTY** projects for a period of one(1) year on an **“As Needed Basis”** from **December 6, 2011** to **,December 5, 2012** with the option to renew for an additional one (1) year under the same rates, terms, and conditions, and /or sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller through a third party transporter (shipper) at the expense of seller, to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" (the “Vendor’s Bid”). Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt

of the invoice.

4. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

If to Seller: CSS Technology Inc.
d/b/a Roadbond Service Company
Attn.: Steve Merritt
PO Box 549
Tolar, Texas 76476

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) day written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by

Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

n. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment

to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

**APPROVED BY COMMISSIONERS COURT ON, _____.**

APPROVED AS TO FORM:
ATLAS & HALL L.L.P.

By:_____

Date:_____

HIDALGO COUNTY

By:_____
**Ramon Garcia, County Judge**

ATTEST:

_____
**Arturo Guajardo, Jr., County Clerk**

**Vendor:**_____

By:_____

Printed Name:_____

Title:_____

# EXHIBIT “A”

- **SPECIFICATIONS**

# EXHIBIT "A"

HIDALGO COUNTY
"EN-1 ROAD STABILIZER MATERIAL"
BID NO.: 2011-268-11-16-CGA

## SPECIFICATIONS/REQUIRMENTS

### I. DESCRIPTION:

These specifications shall govern for any liquid stabilizer equal or approved equal to patented EN-1 intended primarily as a material stabilizer for mixing and compacting material in accordance with specifications governing base and/or subgrade courses.

The approved stabilizer must be able to enhance the compressive strength, increase load bearing capacity of soil, increase flexural strength, reduce swelling, shrinkage and permeability, insure proper compaction an reduce maintenance upkeep through reduction of potential failures.

Purchases of **EN-1 Soil Stabilizer** will be **on an "As Needed Basis" only** by Hidalgo County including all funding sources, Departments, Programs and Entities (i.e. CIP, CAP and R&B).

**Any brand name mentioned in this request for bids is for description only and is not intended to exclude any products of equal quality or compatibility. Bidders desiring to substitute items may do so provided that brand names and specifications are indicated in the bid and that items fully meet herein specifications.**

### II. MATERIALS:

Roadbond (EN-1) Soil Stabilizer is a sulfonated D-limonene bioensyme which contains a strong oxidizer, a powerful solvent and natural dispersant that interacts with natural road materials. The interaction of these components activates the naturally occurring mineral cements in the soil and bonds the soil grains together to form a material analogous to most sedimentary rocks and alluvial soils. This stabilizing solvent acts to scrub the soil and allows the oxidizer access to a wider array of mineral ions evenly throughout the mixture, thereby increasing particle attraction (bonding), greatly decreasing voids in the road strata. In clay soils, it attacks they clay lattice of the soil, which will alter the ionic charge in the clay, and it creates a chemical bond between clay particles. This material is a corrosive in its concentrated state, once mixed with required volume of water; it becomes a non-corrosive, which has been approved by EPA.

### III. BID AWARD:

- Any contract awarded to a successful bidder will be in effect until (a) the contract expires, **(b)** delivery and acceptance of products, and/or performance of services ordered, or **(c)** terminated by County with thirty (30) days written notice prior to cancellation.

- Award of contract will be contingent on availability of Hidalgo County funds.

- Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to bid specifications.

- Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

- Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

## IV. TERMS AND CONDITIONS:

- The contract will be in effect for a period of one (1) year with the County's option to extend for an additional one (1) year term based on performance evaluation and contingent upon cost remaining unchanged, and/or sixty (60) day grace period extension at the end of the contract for any unforseen delays on subsequent contract. Bid Price must remain firm during the contract period.

- It is intended that the amount of **"EN-1 Road Stabilizer Material"** required by Hidalgo County will be purchased on an **"As Needed Basis"**.

- This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation.

- Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

- Insurance certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

- Hidalgo County reserves the right to utilize state contracts from its membership with their existing or new cooperatives whenever it is in the best interest to do so.

## V. REQUIREMENTS:

1. Roadbond liquid stabilizer shall be stored and handled in closed, five (5) gallon weatherproof containers until immediate distribution on the road.

2. Roadbond materials must be stored in covered storage and well ventilated with adequate protection from flooding or damage.

3. For mixing ease and safety, round off to the nearest 5-Gallon increments (i.e. 72-Gallons up to 75-Gallons).

4. The following concentrated quantities are to be mixed with 300 gallons of water to each gallon of EN-1. Strict application instructions.

**Use 5" more EN-1 Road Stabilizer than the chart calls for when treating Cement Treated Base;

(Calculate 28.5 cubic yards per Gallon)

*** Application rate per square yard = Length (feet) x Width (feet) X Appl. Rate * 9 SF

| ROAD WIDTH IN FT. | 6" IN DEPTH * .0056 GA/SY | 8" IN DEPTH *. 0075 GA/SY | 10" IN DEPTH *.0089 GA/SY |
|---|---|---|---|
| 20' Wide Road | 66 Gallons Per Mile | 88 Gallons Per Mile | 104 Gallons Per Mile |
| 22' Wide Road | 73 Gallons Per Mile | 97 Gallons Per Mile | 120 Gallons Per Mile |
| 24' Wide Road | 80 Gallons Per Mile | 106 Gallons Per Mile | 132 Gallons Per Mile |
| 26' Wide Road | 86 Gallons Per Mile | 115 Gallons Per Mile | 143 Gallons Per Mile |
| 28' Wide Road | 93 Gallons Per Mile | 124 Gallons Per Mile | 154 Gallons Per Mile |
| 30' Wide Road | 99 Gallons Per Mile | 132 Gallons Per Mile | 165 Gallons Per Mile |
| Square Yards treated/gallon | 180 Square Yards | 135 Square Yards | 108 Square Yards |
| Square Yards treated/gallon (when using CTB) | 171 Square Yards | 128 Square Yards | 103 Square Yards |

5. **EN-1 Road Stabilizer Material** shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges.

6. Product must be registered with the U.S. Patent and Trademark Office as a soil stabilizer.

7. Vendor must furnish test results and documentation from independent sources as the effectiveness of the stabilizer. These test reports must include CBR, Triaxzial Compression Test, Falling Weight Deflectometer, Resilient Modulus or other relevant test to determine strength. Reduction in swelling of clay soils must be verified by relevant test performed by a reputable lab.

8. The product must be easily applied by personnel with equipment commonly used by road construction and maintenance crews.

9. A material safety data sheet (MSDS) on the EN-1 Road Stabilizer product being bid must be submitted with the bid.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

12. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County.

13. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

14. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

## VI. ADDITIONAL INFORMATION:

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

- Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO: cris.villarreal@co.hidalgo.tx.us , BY NO LATER THAN**, Wednesday, November 9, 2011 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, November 11, 2011 by 5:00 P.M.

| Contact Personnel for County Precincts | |
|---|---|
| Hidalgo County Precinct No. 1<br>Noe Montes, Assistant Administrator<br>1902 Joe Stephens<br>Weslaco, Texas 78593<br>956-968-8733 | Hidalgo County Precinct No. 2<br>Mr. Ricardo Cuellar, Field Operations Foreman<br>301 E. State<br>Pharr, Texas 78577<br>956-787-1891 |
| Hidalgo County Precinct No. 3<br>Saul Ramirez, Field Operations Foreman<br>400 W. 13th<br>Mission, Texas 78572<br>956-585-4509 | Hidalgo County Precinct No. 4<br>Mr. Juan Carranza, Chief Administrator<br>1102 N. Doolittle<br>Edinburg, Texas 78539<br>956-383-3112 |

## VII. Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request

must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**DISCLOSURE OF CONFLICT OF INTEREST:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

# EXHIBIT “B”

# VENDOR’S BID PAGE

# EXHIBIT "B"

HIDALGO COUNTY
"EN-1 ROAD STABILIZER MATERIAL"
BID NO.: 2011-268-11-16-CGA

OPENED 9:41 11-16-11 Witnessed

## BID PAGE

| MATERIAL DESCRIPTION | BID PRICE |
|---|---|
| **EN-1 ROAD STABILIZER (5 gal containers)** | $ 400.00 |
| **Other Fees (If Any, PleaseSpecify)** | $ None (see attached) |

**BIDDER'S INFORMATION:**

| | |
|---|---|
| BIDDER/COMPANY NAME: | C.S.S. Technology Inc DBA Roadbond Service Co. |
| ADDRESS: | P.O. Box 549 |
| CITY/STATE/ZIP CODE: | Tolar, Texas 76746 |
| PHONE & FAX NO.'S: | Pr. Ph. and FAX (956) 490-7528, FAX (956) 412-0061. Sec. Ph. (254) 835-4507 |
| CELLULAR & BEEPER NO.'S: | Prime (956) 490-7528 or Sec. (817) 223-0354 |
| AUTHORIZED SIGNATURE: | Col. Roy R. Alvarez Jr. (CE-Ret) |
| PRINTED NAME: | Col. Roy R. Alvarez Jr. (CE-Ret) |
| TITLE: | Consultant and Authorized Representative |
| EMAIL ADDRESS: (IF AVAILABLE) | ralva1954@aol.com |

# C.S.S. Technology, Inc.
dba Roadbond Service Company

Celebrating Over 25 Years

November 8, 2011

Hidalgo County
2812 South Business Highway 281
New Administration Building
Edinburg, Texas 78539

To: Bid Coordinator:

Our new price on ROADBOND EN 1 (Liquid Stab.) is based on Bid Quote of $80.00 per gallon and no freight cost, which is a savings of $8.75-$18.00 per gallon (based on quantities) to the County. Current price is based on increase in materials and transportation cost. Even with this increase our product cost to you increased only by .06/sy. Our product is selling for $80.00 per gallon for existing established clients and to new clients for $90.00-$100.00 per gallon plus freight depending on quantity ordered. Even based on above new price the county would be saving an average of $12.75-$22.75 per gallon. As you well know our product is the most cost effective priced patented stabilizer on the market in comparison to other major stabilizers such as lime, cement and flyash, which are much higher and more labor intensive. It is also an approved EPA, GSA, TTI and Green Product. This price will go into effect upon your approval. It is a continued pleasure working with your County.

Col. Roy R. Alvarez, Jr. (CE-Ret.)

OPENED
9:41
11-16-11
Witnessed

Cost of EN-1 For Stabilizing following depths verses higher costing stabilizers not including labor cost.

6" Depth — .49¢/SY
8" " — .59¢/SY
10" " — .69¢/SY

# EXHIBIT “C”

# INSURANCE REQUIREMENTS

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SF
CSSTE-1

DATE (MM/DD/YYYY)
09/15/11

**PRODUCER**

All-Tex Insurance - Granbury
3320 E Hwy 377
Granbury TX 76049
Phone: 817-573-5568 Fax: 817-573-7856

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**

CSS Technologies Inc.
dba Roadbond Service Co.
P O Box 549
Tolar TX 76476

| INSURERS AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Colony Insurance Company | 39993 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | **GENERAL LIABILITY**<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | GL1412506 | 08/23/11 | 08/23/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | | **AUTOMOBILE LIABILITY**<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | | **GARAGE LIABILITY**<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | **EXCESS/UMBRELLA LIABILITY**<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| | | **OTHER** | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

**CERTIFICATE HOLDER**

HILDALG

Hidalgo County
2812 South Business Hwy 281
Edinburg TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



© ACORD CORPORATION 1988

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1100 GENERAL FUND** | | | | | | | |
| 1-1100-432-00-123-001-0-673 | PCT3 SANITATION-R&B R&M SUPPLIES | 10,000.00 | 33,370.25 | 30,593.89 | 2,776.36 | .00 | 100.00 |
| 1-1100-432-00-123-022-0-731 | PCT3 EYHORN LANDFILL-ROADS | .00 | 31,093.15 | .00 | 31,093.15 | .00 | 100.00 |
| 1-1100-452-00-122-008-0-673 | PCT2 PARKS-R&B R&M SUPPLIES | 29,769.58 | 9,769.58 | .00 | .00 | 9,769.58 | .00 |
| 1-1100-452-00-122-008-0-731 | PCT2 PARKS-ROADS | 1,000.00 | 1,000.00 | .00 | .00 | 1,000.00 | .00 |
| 1-1100-452-00-123-008-0-673 | PCT3 PARKS-R&B R&M SUPPLIES | 10,000.00 | 5,640.00 | 853.14 | 3,146.90 | 1,639.96 | 70.92 |
| **1100 GENERAL FUND** | | **50,769.58** | **80,872.98** | **31,447.03** | **37,016.41** | **12,409.54** | **84.66** |
| **1200 ROAD AND BRIDGE** | | | | | | | |
| 1-1200-431-00-121-005-0-673 | PCT1 RD MAINT-R&B R&M SUPPLIES | 234,661.48 | 386,644.45 | 26,917.01 | 351,774.72 | 7,952.72 | 97.94 |
| 1-1200-431-00-121-005-0-731 | PCT1 RD MAINT-ROADS | .00 | 4,348.92 | 4,348.92 | .00 | .00 | 100.00 |
| 1-1200-431-00-121-181-0-731 | PCT1 COLONIA SAENZ-ROADS | .00 | 3,174.07 | .00 | 3,174.07 | .00 | 100.00 |
| 1-1200-431-00-121-185-0-731 | PCT1 COLONIA WHALEN ROAD-ROADS | .00 | 8,382.56 | 973.50 | 7,409.06 | .00 | 100.00 |
| 1-1200-431-00-121-228-0-731 | PCT1 DIAZ SUBDIVISION-ROADS | .00 | 22,268.69 | .00 | 22,268.69 | .00 | 100.00 |
| 1-1200-431-00-121-387-0-731 | PCT1 LA MESA SUBDIVISION-ROADS | .00 | 27,793.13 | 32.89 | 19,889.46 | 7,870.78 | 71.68 |
| 1-1200-431-00-121-804-0-731 | PCT1 WES MER SUBDIVISION-ROADS | .00 | 7,958.92 | .00 | 7,958.92 | .00 | 100.00 |
| 1-1200-431-00-122-006-0-673 | PCT2 RD MAINT-R&B R&M SUPPLIES | 50,000.00 | 78,068.75 | 23,283.60 | 42,829.70 | 11,955.45 | 84.69 |
| 1-1200-431-00-122-006-0-731 | PCT2 RD MAINT-ROADS | 50,000.00 | 63,543.12 | 21,150.25 | 13,469.73 | 28,923.14 | 54.48 |
| 1-1200-431-00-122-026-0-731 | PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS | 31,015.00 | 73,045.00 | 42,030.00 | .00 | 31,015.00 | 57.54 |
| 1-1200-431-00-122-027-0-731 | PCT2 TOWER RD(MOORE-BALLI)-ROADS | 26,776.22 | 368,201.29 | 62,268.90 | 289,150.42 | 16,781.97 | 95.44 |
| 1-1200-431-00-122-028-0-731 | PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD | .00 | 213,541.69 | 32,088.54 | 180,620.23 | 832.92 | 99.61 |
| 1-1200-431-00-122-035-0-731 | PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS | .00 | 40,000.00 | 13,929.00 | .00 | 26,071.00 | 34.82 |
| 1-1200-431-00-122-049-0-731 | PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD | .00 | 1,077,900.00 | 845,809.56 | 141,235.19 | 90,855.25 | 91.57 |
| 1-1200-431-00-122-051-0-731 | PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS | .00 | 984,525.40 | 718,883.29 | 252,015.91 | 13,626.20 | 98.62 |
| 1-1200-431-00-122-052-0-731 | PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA | .00 | 504,000.00 | 482,262.55 | .00 | 21,737.45 | 95.69 |
| 1-1200-431-00-122-060-0-731 | PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS | .00 | 119,687.00 | 119,687.00 | .00 | .00 | 100.00 |
| 1-1200-431-00-122-061-0-731 | PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD | .00 | 154,145.00 | 154,145.00 | .00 | .00 | 100.00 |
| 1-1200-431-00-122-262-0-731 | PCT2 ESPERANZA ESTATES SUBD-ROADS | .00 | 3,000.00 | .00 | .00 | 3,000.00 | .00 |
| 1-1200-431-00-122-900-0-731 | PCT2 MORNINGSIDE OFFSITE ICA SJ/ALMO-ROA | .00 | 4,817.91 | .00 | .00 | 4,817.91 | .00 |
| 1-1200-431-00-123-005-0-673 | PCT3 RD MAINT-R&B R&M SUPPLIES | 75,792.88 | 106,810.23 | 11,511.85 | 92,326.91 | 2,971.47 | 97.22 |
| 1-1200-431-00-123-005-0-731 | PCT3 RD MAINT-ROADS | 112,558.71 | 386,982.84 | 196,154.39 | 165,953.23 | 24,875.22 | 93.57 |
| 1-1200-431-00-123-007-0-731 | PCT3 LATERAL RD-ROADS | .00 | 99,543.78 | 78,604.01 | 20,939.77 | .00 | 100.00 |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1200 ROAD AND BRIDGE** | | | | | | | |
| 1-1200-431-00-123-080-0-731 | PCT3 M4N (TOMGILL-FM2221)-ROADS | .00 | 105,078.31 | 2,682.72 | 69,194.39 | 33,201.20 | 68.40 |
| 1-1200-431-00-123-093-0-731 | PCT3 SILVER SPUR (S EXP 83- BUS 83 N)-RD | .00 | 97,828.40 | 2,909.51 | 94,679.33 | 239.56 | 99.76 |
| 1-1200-431-00-123-096-0-673 | PCT3 GOLF VIEW EST PH I & II-R&B R&M S | .00 | 88,005.66 | .00 | 88,005.66 | .00 | 100.00 |
| 1-1200-431-00-123-397-0-731 | PCT3-LA SUENA SUBDIVISION-ROADS | .00 | 555.92 | 555.92 | .00 | .00 | 100.00 |
| 1-1200-431-00-124-007-0-673 | PCT4 RD MAINT-R&B R&M SUPPLIES | 162,000.00 | 89,095.00 | 12,423.68 | 73,218.24 | 3,453.08 | 96.12 |
| 1-1200-431-00-124-007-0-731 | PCT4 RD MAINT-ROADS | 226,325.00 | 326,404.27 | 83,242.87 | 196,284.25 | 46,877.15 | 85.64 |
| 1-1200-431-00-124-401-0-731 | PCT4 BCAP LAKEVIEW S/D-ROADS | .00 | 4,363.76 | 4,363.76 | .00 | .00 | 100.00 |
| **1200 ROAD AND BRIDGE** | | **969,129.29** | **5,449,714.07** | **2,940,258.72** | **2,132,397.88** | **377,057.47** | **93.08** |
| **1280 DESIGNATED PURPOSE GRANTS LVL 0** | | | | | | | |
| 1-1280-431-00-121-946-1-673 | PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP | .00 | 541.80 | 195.00 | .00 | 346.80 | 35.99 |
| 1-1280-431-00-121-947-1-673 | PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE | .00 | 25,290.82 | .00 | .00 | 25,290.82 | .00 |
| 1-1280-431-00-121-948-1-673 | PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE | .00 | 10,535.37 | 4,203.00 | .00 | 6,332.37 | 39.89 |
| 1-1280-431-00-121-949-1-673 | PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES | .00 | 39,232.32 | .00 | .00 | 39,232.32 | .00 |
| 1-1280-431-00-121-951-0-673 | PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL | .00 | 27.98 | .00 | .00 | 27.98 | .00 |
| 1-1280-431-00-121-952-0-673 | PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL | .00 | 6,000.07 | 631.11 | 4,781.39 | 587.57 | 90.21 |
| 1-1280-431-00-121-953-0-673 | PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU | .00 | 39.66 | .00 | .00 | 39.66 | .00 |
| 1-1280-431-00-121-954-0-673 | PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL | .00 | 5,000.54 | 51.29 | 4,626.21 | 323.04 | 93.54 |
| 1-1280-431-00-121-955-0-673 | PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI | .00 | 11.14 | .00 | .00 | 11.14 | .00 |
| 1-1280-431-00-121-956-0-673 | PCT1-40-0615-CR 2812-R&B R&M SUPPLIES | .00 | 3,500.44 | 14.73 | 3,085.27 | 400.44 | 88.56 |
| 1-1280-431-00-121-957-0-673 | PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL | .00 | 3,500.17 | .00 | .00 | 3,500.17 | .00 |
| 1-1280-431-00-121-958-0-673 | PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL | .00 | 6,000.39 | 5,024.18 | 910.82 | 65.39 | 98.91 |
| 1-1280-431-00-121-959-0-673 | PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL | .00 | 2,400.12 | 25.10 | 1,959.90 | 415.12 | 82.70 |
| 1-1280-431-00-121-961-0-673 | PCT1-48-0656-CR 3350-R&B R&M SUPPLIES | .00 | 1,000.44 | 1,000.44 | .00 | .00 | 100.00 |
| 1-1280-431-00-121-962-0-673 | PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE | .00 | 2,000.62 | 36.89 | 1,798.11 | 165.62 | 91.72 |
| 1-1280-431-00-121-963-0-673 | PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL | .00 | 99.70 | .00 | .00 | 99.70 | .00 |
| 1-1280-431-00-121-965-0-673 | PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES | .00 | 1,500.27 | 52.40 | 1,375.10 | 72.77 | 95.15 |
| 1-1280-431-00-121-967-0-673 | PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE | .00 | 48.11 | .00 | .00 | 48.11 | .00 |
| 1-1280-431-00-121-968-0-673 | PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI | .00 | 88.21 | .00 | .00 | 88.21 | .00 |
| 1-1280-431-00-121-969-0-673 | PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M | .00 | 54.82 | .00 | .00 | 54.82 | .00 |
| 1-1280-431-00-121-973-1-673 | PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES | .00 | 9,514.37 | .00 | .00 | 9,514.37 | .00 |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1280 DESIGNATED PURPOSE GRANTS LVL 0** | | | | | | | |
| 1-1280-431-00-121-974-1-673 | PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI | .00 | 2,681.03 | .00 | .00 | 2,681.03 | .00 |
| 1-1280-431-00-121-975-1-673 | PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES | .00 | 5,644.55 | 2,349.00 | .00 | 3,295.55 | 41.62 |
| 1-1280-431-00-121-976-1-673 | PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES | .00 | 25,546.47 | .00 | .00 | 25,546.47 | .00 |
| 1-1280-431-00-121-977-1-673 | PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP | .00 | 28,295.77 | .00 | .00 | 28,295.77 | .00 |
| 1-1280-431-00-121-978-1-673 | PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE | .00 | 3,028.10 | .00 | .00 | 3,028.10 | .00 |
| 1-1280-431-00-121-979-1-673 | PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP | .00 | 51,344.38 | .00 | .00 | 51,344.38 | .00 |
| 1-1280-431-00-121-980-1-673 | PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES | .00 | 3,139.33 | .00 | .00 | 3,139.33 | .00 |
| 1-1280-431-00-121-981-1-673 | PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES | .00 | 57,843.11 | .00 | .00 | 57,843.11 | .00 |
| 1-1280-431-00-121-982-1-673 | PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL | .00 | 8,234.22 | .00 | .00 | 8,234.22 | .00 |
| 1-1280-431-00-121-983-1-673 | PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S | .00 | 19,382.50 | .00 | .00 | 19,382.50 | .00 |
| 1-1280-431-00-121-984-1-673 | PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE | .00 | 20,954.88 | .00 | .00 | 20,954.88 | .00 |
| 1-1280-431-00-121-985-1-673 | PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES | .00 | 7,597.36 | .00 | .00 | 7,597.36 | .00 |
| 1-1280-431-00-121-986-1-673 | PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL | .00 | 70,641.70 | .00 | .00 | 70,641.70 | .00 |
| 1-1280-431-00-121-987-1-673 | PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL | .00 | 23,307.71 | .00 | .00 | 23,307.71 | .00 |
| 1-1280-431-00-121-988-1-673 | PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU | .00 | 2,762.96 | .00 | .00 | 2,762.96 | .00 |
| 1-1280-431-00-121-989-1-673 | PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE | .00 | 9,893.85 | 3,699.00 | .00 | 6,194.85 | 37.39 |
| 1-1280-431-00-121-990-1-673 | PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE | .00 | 5,176.48 | .00 | .00 | 5,176.48 | .00 |
| 1-1280-431-00-121-991-1-673 | PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI | .00 | 19,825.43 | .00 | .00 | 19,825.43 | .00 |
| 1-1280-431-00-121-992-1-673 | PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES | .00 | 10,805.17 | .00 | .00 | 10,805.17 | .00 |
| 1-1280-431-00-121-993-1-673 | PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP | .00 | 4,998.57 | .00 | .00 | 4,998.57 | .00 |
| 1-1280-431-00-121-994-1-673 | PCT1-46-0642-MILE 19N-R&B SUPPLIES | .00 | 870.28 | 249.00 | .00 | 621.28 | 28.61 |
| 1-1280-431-00-121-995-1-673 | PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES | .00 | 34,554.36 | .00 | .00 | 34,554.36 | .00 |
| 1-1280-431-00-121-996-1-673 | PCT1-46-0667-JUAREZ ST-R&B SUPPLIES | .00 | 4,734.06 | .00 | .00 | 4,734.06 | .00 |
| 1-1280-431-00-121-997-1-673 | PCT1-46-0668-MILE 17 N-R&B SUPPLIES | .00 | 4,998.96 | .00 | .00 | 4,998.96 | .00 |
| 1-1280-431-00-121-998-1-673 | PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES | .00 | 3,874.67 | 1,404.00 | .00 | 2,470.67 | 36.24 |
| 1-1280-431-00-121-999-1-673 | PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI | .00 | 1,243.43 | 520.20 | .00 | 723.23 | 41.84 |
| 1-1280-431-00-122-983-1-673 | PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP | .00 | 8,446.69 | .00 | .00 | 8,446.69 | .00 |
| 1-1280-431-00-122-984-1-673 | PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP | .00 | 2,709.13 | .00 | .00 | 2,709.13 | .00 |
| 1-1280-431-00-122-985-1-673 | PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE | .00 | 2,040.10 | .00 | .00 | 2,040.10 | .00 |
| 1-1280-431-00-122-986-1-673 | PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES | .00 | 2,815.19 | .00 | .00 | 2,815.19 | .00 |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1280 DESIGNATED PURPOSE GRANTS LVL 0** | | | | | | | |
| 1-1280-431-00-122-987-1-673 | PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP | .00 | 3,167.17 | .00 | .00 | 3,167.17 | .00 |
| 1-1280-431-00-122-988-1-673 | PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE | .00 | 2,168.81 | .00 | .00 | 2,168.81 | .00 |
| 1-1280-431-00-123-952-0-673 | PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES | .00 | 6,105.05 | .00 | 804.05 | 5,301.00 | 13.17 |
| 1-1280-431-00-123-953-0-673 | PCT3-37-0592-PALM DR-R&B R&M SUPLLIES | .00 | 3,848.67 | 3,161.38 | 638.62 | 48.67 | 98.74 |
| 1-1280-431-00-123-954-0-673 | PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES | .00 | 13,679.33 | .00 | 7,224.28 | 6,455.05 | 52.81 |
| 1-1280-431-00-123-955-0-673 | PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP | .00 | 3,659.81 | .00 | 461.86 | 3,197.95 | 12.62 |
| 1-1280-431-00-123-956-0-673 | PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI | .00 | 2,175.91 | .00 | 2,082.44 | 93.47 | 95.70 |
| 1-1280-431-00-123-957-0-673 | PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE | .00 | 15,076.61 | .00 | 12,036.23 | 3,040.38 | 79.83 |
| 1-1280-431-00-123-958-0-673 | PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE | .00 | 10,658.99 | .00 | 6,175.98 | 4,483.01 | 57.94 |
| 1-1280-431-00-123-959-0-673 | PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI | .00 | 8,361.43 | .00 | 2,108.12 | 6,253.31 | 25.21 |
| 1-1280-431-00-123-960-0-673 | PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES | .00 | 2,870.29 | 621.59 | 2,078.41 | 170.29 | 94.07 |
| 1-1280-431-00-123-961-0-673 | PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE | .00 | 4,763.15 | .00 | 4,763.00 | .15 | 100.00 |
| 1-1280-431-00-123-963-0-673 | PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI | .00 | 9,812.67 | .00 | 6,098.32 | 3,714.35 | 62.15 |
| 1-1280-431-00-123-964-0-673 | PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES | .00 | 2,157.45 | .00 | 1,606.96 | 550.49 | 74.48 |
| 1-1280-431-00-123-966-0-673 | PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES | .00 | 3,327.53 | .00 | 678.60 | 2,648.93 | 20.39 |
| 1-1280-431-00-123-967-0-673 | PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES | .00 | 2,914.31 | .00 | 2,446.76 | 467.55 | 83.96 |
| 1-1280-431-00-123-968-0-673 | PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES | .00 | 4,535.95 | .00 | 1,365.49 | 3,170.46 | 30.10 |
| 1-1280-431-00-123-969-0-673 | PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES | .00 | 6,451.53 | .00 | 544.38 | 5,907.15 | 8.44 |
| 1-1280-431-00-123-971-0-673 | PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES | .00 | 3,987.83 | .00 | 3,063.62 | 924.21 | 76.82 |
| 1-1280-431-00-123-972-0-673 | PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP | .00 | 6,972.67 | .00 | 2,937.19 | 4,035.48 | 42.12 |
| 1-1280-431-00-123-973-0-673 | PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP | .00 | 7,919.81 | .00 | 4,805.78 | 3,114.03 | 60.68 |
| 1-1280-431-00-123-974-0-673 | PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES | .00 | 11,075.05 | 7,849.29 | 3,150.71 | 75.05 | 99.32 |
| 1-1280-431-00-123-975-0-673 | PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES | .00 | 13,915.05 | .00 | 2,036.61 | 11,878.44 | 14.64 |
| 1-1280-431-00-123-976-0-673 | PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP | .00 | 7,603.15 | .00 | 7,032.35 | 570.80 | 92.49 |
| 1-1280-431-00-123-977-0-673 | PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP | .00 | 3,317.59 | 408.44 | 2,591.56 | 317.59 | 90.43 |
| 1-1280-431-00-123-978-0-673 | PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES | .00 | 5,653.49 | .00 | 4,344.28 | 1,309.21 | 76.84 |
| 1-1280-431-00-123-979-0-673 | PCT3-52-0620-TWO MILE RD-R&B R&M SUPPLIE | .00 | 6,624.77 | .00 | 6,624.77 | .00 | 100.00 |
| 1-1280-431-00-123-980-0-673 | PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU | .00 | 3,343.15 | .00 | 1,892.38 | 1,450.77 | 56.60 |
| 1-1280-431-00-123-982-0-673 | PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU | .00 | 9,825.45 | .00 | 7,966.89 | 1,858.56 | 81.08 |
| 1-1280-431-00-124-981-1-673 | PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES | .00 | 6,154.46 | .00 | .00 | 6,154.46 | .00 |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1280 DESIGNATED PURPOSE GRANTS LVL 0** | | | | | | | |
| 1-1280-431-00-124-982-1-673 | PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES | .00 | 7,118.66 | .00 | .00 | 7,118.66 | .00 |
| 1-1280-431-00-124-983-1-673 | PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI | .00 | 1,637.83 | .00 | .00 | 1,637.83 | .00 |
| 1-1280-431-00-124-984-1-673 | PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI | .00 | 12,677.54 | .00 | .00 | 12,677.54 | .00 |
| 1-1280-431-00-124-985-1-673 | PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES | .00 | 1,637.83 | .00 | .00 | 1,637.83 | .00 |
| 1-1280-431-00-124-986-1-673 | PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE | .00 | 23,764.24 | .00 | .00 | 23,764.24 | .00 |
| 1-1280-431-00-124-987-1-673 | PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES | .00 | 5,116.65 | .00 | .00 | 5,116.65 | .00 |
| 1-1280-431-00-124-988-1-673 | PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES | .00 | 4,043.66 | .00 | .00 | 4,043.66 | .00 |
| 1-1280-431-00-124-989-1-673 | PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP | .00 | 6,574.55 | .00 | .00 | 6,574.55 | .00 |
| **1280 DESIGNATED PURPOSE GRANTS LVL 0** | | **.00** | **818,475.89** | **31,496.04** | **116,096.44** | **670,883.41** | **18.03** |
| **1311 BORDER COLONIA ACCESS PROGRAM ROUND 2** | | | | | | | |
| 1-1311-431-00-123-350-0-731 | JESSAN S/D-ROADS | .00 | -3,537.81 | .00 | -3,537.81 | .00 | 100.00 |
| **1311 BORDER COLONIA ACCESS PROGRAM ROUND 2** | | **.00** | **-3,537.81** | **.00** | **-3,537.81** | **.00** | **100.00** |
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND 3** | | | | | | | |
| 1-1312-431-00-121-063-0-731 | BALLI ESTATES-ROADS | .00 | 420,255.75 | 120,933.00 | 299,322.75 | .00 | 100.00 |
| 1-1312-431-00-121-103-1-731 | BERNAL HEIGHTS #1-ROADS | .00 | 48,380.50 | .00 | .00 | 48,380.50 | .00 |
| 1-1312-431-00-121-120-0-731 | BRENDA GAY-ROADS | .00 | 35,893.65 | 110.00 | 35,783.65 | .00 | 100.00 |
| 1-1312-431-00-121-181-0-731 | COLONIA SAENZ-ROADS | .00 | 46,287.83 | .00 | 46,287.83 | .00 | 100.00 |
| 1-1312-431-00-121-185-0-731 | COLONIA WHALEN ROAD-ROADS | .00 | 93,354.64 | .00 | 93,354.64 | .00 | 100.00 |
| 1-1312-431-00-121-215-0-731 | DE ANDA SUBDIVISION-ROADS | .00 | 34,216.00 | .00 | .00 | 34,216.00 | .00 |
| 1-1312-431-00-121-220-1-731 | DELTA WEST SUBDIVISION-ROADS | .00 | 217,183.50 | .00 | .00 | 217,183.50 | .00 |
| 1-1312-431-00-121-228-1-731 | DIAZ SUBDIVISION-ROADS | .00 | 56,454.56 | .00 | 56,454.56 | .00 | 100.00 |
| 1-1312-431-00-121-230-1-731 | DIMAS #3-ROADS | .00 | 130,371.25 | .00 | .00 | 130,371.25 | .00 |
| 1-1312-431-00-121-244-1-731 | EL MESQUITE-ROADS | .00 | 134,590.10 | .00 | .00 | 134,590.10 | .00 |
| 1-1312-431-00-121-387-0-731 | LA MESA SUBDIVISION-ROADS | .00 | 158,112.08 | .00 | 158,112.08 | .00 | 100.00 |
| 1-1312-431-00-121-423-0-731 | LOS CASTILLOS ESTATES-ROADS | .00 | 9,641.15 | .00 | 9,641.15 | .00 | 100.00 |
| 1-1312-431-00-121-461-0-731 | MID-VALLEY ESTATES-ROADS | .00 | 149,324.98 | .00 | .00 | 149,324.98 | .00 |
| 1-1312-431-00-121-495-1-731 | NORTH CAPISALLO-ROADS | .00 | 64,787.75 | .00 | .00 | 64,787.75 | .00 |
| 1-1312-431-00-121-727-0-731 | TIJERINA ESTATES-ROADS | .00 | 14,034.25 | .00 | .00 | 14,034.25 | .00 |
| 1-1312-431-00-121-727-1-731 | TIJERINA ESTATES-ROADS | .00 | 91,121.05 | .00 | .00 | 91,121.05 | .00 |
| 1-1312-431-00-121-779-0-731 | VALLEY VIEW ESTATES-ROADS | .00 | 97,107.50 | .00 | .00 | 97,107.50 | .00 |
| 1-1312-431-00-121-790-0-731 | VILLAGE GROVE #2-ROADS | .00 | 20,419.00 | .00 | .00 | 20,419.00 | .00 |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND 3** | | | | | | | |
| 1-1312-431-00-121-804-0-731 | WES-MER SUBDIVISION-ROADS | .00 | 84,757.48 | .00 | 84,757.48 | .00 | 100.00 |
| 1-1312-431-00-121-855-0-731 | ASH COUNTY-ROADS | .00 | 62,438.50 | .00 | .00 | 62,438.50 | .00 |
| 1-1312-431-00-121-896-0-731 | MCKEE #1-ROADS | .00 | 27,079.63 | .00 | 27,079.63 | .00 | 100.00 |
| 1-1312-431-00-122-262-0-731 | ESPERANZA ESTATES SUBD-ROADS | .00 | 17,365.04 | .00 | .00 | 17,365.04 | .00 |
| 1-1312-431-00-122-460-1-731 | MESQUITE ACRES SUBD-ROADS | .00 | 30.00 | .00 | .00 | 30.00 | .00 |
| 1-1312-431-00-122-557-1-731 | PENTECOSTAL-ROADS | .00 | 73,825.80 | .00 | .00 | 73,825.80 | .00 |
| 1-1312-431-00-122-596-0-731 | RANCHO ESCONDIDO SUBD-ROADS | .00 | 195,162.89 | .00 | .00 | 195,162.89 | .00 |
| 1-1312-431-00-122-693-1-731 | SOUTH SIDE VILLAGE-ROADS | .00 | 60,224.10 | .00 | .00 | 60,224.10 | .00 |
| 1-1312-431-00-122-767-1-731 | VAL BAR ESTATES-ROADS | .00 | 61,156.10 | .00 | .00 | 61,156.10 | .00 |
| 1-1312-431-00-122-890-0-731 | LOS ENCINOS #1 SUBD-ROADS | .00 | 23,131.09 | .00 | .00 | 23,131.09 | .00 |
| 1-1312-431-00-122-891-0-731 | LOS ENCINOS #2 SUBD-ROADS | .00 | 48,159.62 | .00 | .00 | 48,159.62 | .00 |
| 1-1312-431-00-122-900-0-731 | MORNINGSIDE SOUTH SUBD-ROADS | .00 | 171,868.11 | 92,626.61 | 79,241.50 | .00 | 100.00 |
| 1-1312-431-00-123-014-1-731 | ACEVEDO S/D #4-ROADS | .00 | 209,711.50 | .00 | .00 | 209,711.50 | .00 |
| 1-1312-431-00-123-055-0-731 | ARIEL HINOJOSA SUBD-ROADS | .00 | 92,800.00 | .00 | 85,893.00 | 6,907.00 | 92.56 |
| 1-1312-431-00-123-079-0-731 | BASHAM #14-ROADS | .00 | 114,969.25 | .00 | 111,405.75 | 3,563.50 | 96.90 |
| 1-1312-431-00-123-082-0-731 | BASHAM #18-ROADS | .00 | 15,457.23 | .00 | .00 | 15,457.23 | .00 |
| 1-1312-431-00-123-141-0-731 | CASA DE LOS VECINOS-ROADS | .00 | 317,837.00 | .00 | .00 | 317,837.00 | .00 |
| 1-1312-431-00-123-312-1-731 | HAVANA S/D-ROADS | .00 | 95,837.30 | .00 | .00 | 95,837.30 | .00 |
| 1-1312-431-00-123-324-0-731 | HILDA SUBDIVISION #2-ROADS | .00 | 18,960.21 | .00 | .00 | 18,960.21 | .00 |
| 1-1312-431-00-123-380-0-731 | LA HOMA GROVE ESTATES-ROADS | .00 | 2,847.00 | .00 | .00 | 2,847.00 | .00 |
| 1-1312-431-00-123-385-1-731 | LA HOMA RD S S/D-ROADS | .00 | 89,966.00 | .00 | .00 | 89,966.00 | .00 |
| 1-1312-431-00-123-397-0-731 | LA SUENA SUBDIVISION-ROADS | .00 | 183,468.08 | 126,868.58 | 56,599.50 | .00 | 100.00 |
| 1-1312-431-00-123-421-0-731 | LOMA LINDA HEIGHTS-ROADS | .00 | 330,194.25 | .00 | 300,969.90 | 29,224.35 | 91.15 |
| 1-1312-431-00-123-470-1-731 | MONICA ACRES-ROADS | .00 | 2,562.00 | .00 | .00 | 2,562.00 | .00 |
| 1-1312-431-00-123-488-0-731 | MUNOZ ESTATES-ROADS | .00 | 184,195.40 | .00 | .00 | 184,195.40 | .00 |
| 1-1312-431-00-123-536-0-731 | PALM LAKE ESTATES #1-ROADS | .00 | 320,128.93 | .00 | .00 | 320,128.93 | .00 |
| 1-1312-431-00-123-536-1-731 | PALM LAKE ESTS #1-ROADS | .00 | 140,622.00 | .00 | .00 | 140,622.00 | .00 |
| 1-1312-431-00-123-780-1-731 | VEREDA TROPICAL-ROADS | .00 | 90,779.50 | .00 | .00 | 90,779.50 | .00 |
| 1-1312-431-00-124-274-0-731 | FOSTER SUBDIVISION-ROADS | .00 | 73,785.14 | .00 | 73,785.14 | .00 | 100.00 |
| 1-1312-431-00-124-300-0-731 | HACIENDA DE LOS VEGAS-ROADS | .00 | 86,200.00 | .00 | .00 | 86,200.00 | .00 |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND 3** | | | | | | | |
| 1-1312-431-00-124-329-0-731 | HOEN DRIVE SUBD-ROADS | .00 | 194,027.82 | .00 | .00 | 194,027.82 | .00 |
| 1-1312-431-00-124-401-0-731 | LAKEVIEW SUBVISION-ROADS | .00 | 267,295.85 | 267,295.85 | .00 | .00 | 100.00 |
| 1-1312-431-00-124-406-0-731 | LAS BRISAS-ROADS | .00 | 96,384.25 | 58,511.20 | .00 | 37,873.05 | 60.71 |
| 1-1312-431-00-124-657-0-731 | SEMINARY VILLAGE SUBD-ROADS | .00 | 103,524.20 | .00 | 34,256.88 | 69,267.32 | 33.09 |
| 1-1312-431-00-124-752-0-731 | TRENTON TERRACE-ROADS | .00 | 60,101.82 | .00 | .00 | 60,101.82 | .00 |
| 1-1312-431-00-124-886-0-731 | LABORSITA-ROADS | .00 | 317.38 | .00 | .00 | 317.38 | .00 |
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND 3** | | **.00** | **5,738,706.01** | **666,345.24** | **1,552,945.44** | **3,519,415.33** | **38.67** |
| **1315 TXDOT PROJECTS** | | | | | | | |
| 1-1315-431-00-121-039-0-731 | TXDOT-MILE 6 WEST(US83-SH107)-ROADS | .00 | 173,071.10 | 173,071.10 | .00 | .00 | 100.00 |
| 1-1315-431-00-122-028-0-731 | TXDOT-S. MCCOLL ROAD-ROADS | .00 | 597,422.59 | .00 | 528,759.00 | 68,663.59 | 88.51 |
| 1-1315-431-00-124-023-0-731 | TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD | .00 | 9,650.00 | .00 | .00 | 9,650.00 | .00 |
| **1315 TXDOT PROJECTS** | | **.00** | **780,143.69** | **173,071.10** | **528,759.00** | **78,313.59** | **89.96** |
| **1331 CERT OF OBLIG,SERIES 2001** | | | | | | | |
| 1-1331-431-00-121-016-0-731 | CO,2001-PCT1-ROADS | .00 | 5,391.00 | .00 | .00 | 5,391.00 | .00 |
| 1-1331-431-00-123-010-0-731 | CO,2001-PCT3-ROADS | .00 | 13,294.69 | 13,294.69 | .00 | .00 | 100.00 |
| **1331 CERT OF OBLIG,SERIES 2001** | | **.00** | **18,685.69** | **13,294.69** | **.00** | **5,391.00** | **71.15** |
| **1334 CERT OF OBLIG,SERIES 2004** | | | | | | | |
| 1-1334-431-00-121-025-0-731 | CO,2004-PCT1-ROADS | .00 | 7,780.51 | .00 | .00 | 7,780.51 | .00 |
| **1334 CERT OF OBLIG,SERIES 2004** | | **.00** | **7,780.51** | **.00** | **.00** | **7,780.51** | **.00** |
| **1336 CERT OF OBLIG,SERIES 2006** | | | | | | | |
| 1-1336-431-00-121-041-0-731 | CO,2006-PCT1-ROADS | .00 | 268,714.80 | 62,805.65 | 126,210.29 | 79,698.86 | 70.34 |
| 1-1336-431-00-121-076-0-731 | CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD | .00 | 60,000.00 | .00 | .00 | 60,000.00 | .00 |
| 1-1336-431-00-123-045-0-731 | CO,2006-PCT3 LA HOMA(SH495-FM1924)-ROADS | .00 | 43,502.50 | 8,800.00 | 34,702.50 | .00 | 100.00 |
| 1-1336-431-00-123-051-0-731 | CO,2006-PCT3 M3N (TOMGILL-FM2221)-ROADS | .00 | 45,001.77 | 45,001.77 | .00 | .00 | 100.00 |
| 1-1336-431-00-123-080-0-731 | CO,2006-PCT3 M4N (TOMGILL-FM2221)-ROADS | .00 | 1,241.62 | .00 | 1,241.62 | .00 | 100.00 |
| 1-1336-431-00-123-081-0-731 | CO,2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS | .00 | 134.69 | .00 | .00 | 134.69 | .00 |
| 1-1336-431-00-124-076-0-731 | CO,2006-PCT4-FM1925(KENYON-FM907)-ROADS | .00 | 500,000.00 | 364,500.00 | 65,100.00 | 70,400.00 | 85.92 |
| **1336 CERT OF OBLIG,SERIES 2006** | | **.00** | **918,595.38** | **481,107.42** | **227,254.41** | **210,233.55** | **77.11** |
| **1339 CERT OF OBLIG,SERIES 2009** | | | | | | | |
| 1-1339-431-00-122-031-0-731 | CO2009-PCT2 TOWER(GATO-RANCHO BLNC)-ROAD | .00 | 350,000.00 | .00 | .00 | 350,000.00 | .00 |
| **1339 CERT OF OBLIG,SERIES 2009** | | **.00** | **350,000.00** | **.00** | **.00** | **350,000.00** | **.00** |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1342 CERT OF OBLIG,SERIES 2010A&B** | | | | | | | |
| 1-1342-431-00-121-041-0-731 | CO2010A&B-PCT1 ROADS-ROADS | .00 | 1,635,154.41 | 30,606.20 | 331,303.46 | 1,273,244.75 | 22.13 |
| 1-1342-431-00-121-085-0-731 | CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD | .00 | 456,223.08 | 121,431.76 | 138,514.03 | 196,277.29 | 56.98 |
| 1-1342-431-00-121-086-0-731 | CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD | .00 | 16,663.80 | 16,663.80 | .00 | .00 | 100.00 |
| 1-1342-431-00-122-027-0-731 | CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD | .00 | 290,307.00 | .00 | 221,150.00 | 69,157.00 | 76.18 |
| 1-1342-431-00-122-049-0-731 | CO2010A&B-PCT2TOWER(OWASA-ALAMO CTY)-RD | .00 | 446,870.54 | 72,773.14 | 329,097.55 | 44,999.85 | 89.93 |
| 1-1342-431-00-122-055-0-731 | CO2010A&B-PCT2 CHAVEZ(OWASSA-SIOUX)-ROAD | .00 | 468,870.55 | .00 | .00 | 468,870.55 | .00 |
| 1-1342-431-00-123-094-0-731 | CO2010A&B-PCT3 M2N(MOOREFIELD-LAHOMA)-RD | .00 | 637,000.00 | 415,636.90 | 74,969.43 | 146,393.67 | 77.02 |
| **1342 CERT OF OBLIG,SERIES 2010A&B** | | **.00** | **3,951,089.38** | **657,111.80** | **1,095,034.47** | **2,198,943.11** | **44.35** |
| **1 YEAR 1** | | **1,019,898.87** | **18,110,525.79** | **4,994,132.04** | **5,685,966.24** | **7,430,427.51** | **58.97** |

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us] **Sent:** Thu 12/1/2011 1:09 PM
**To**: cris.villarreal@co.hidalgo.tx.us

Good job.

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Thursday, December 01, 2011 12:55 PM
**To:** 'Martha Salazar'
**Subject:** RE: Approval of Contract for EN-1 Road Stabilizer

It is fine.

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Thursday, December 01, 2011 11:45 AM
**To:** 'Steve Crain'
**Cc:** cris.villarreal@co.hidalgo.tx.us
**Subject:** FW: Approval of Contract for EN-1 Road Stabilizer
**Importance:** High

Mr. Crain:
We have received a corrected insurance Acord Certificate from vendor's insurance. Please proceed to review and comment as to form.
Marty

---

**From:** Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
**Sent:** Thursday, December 01, 2011 10:17 AM
**To:** 'Martha Salazar'
**Subject:** RE: Approval of Contract for EN-1 Road Stabilizer

**Ms. Marty,**
**Here is the corrected insurance certificate. Please forward to legal regarding contract approval.**

**Thank you,**
**Cris**

**AI-29888** **20. D.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

### CAPTION

Claim of American Electric Power (AEP)

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 10:19 AM |
| Auditor's Office | Arcilia Duran | 12/01/2011 01:34 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 01:41 PM |

Form Started By: Aida Alvarez Started On: 11/30/2011 08:55 AM

Final Approval Date: 12/01/2011

**AI-29891** **20. E.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

### CAPTION

Claim of American Electric Power (AEP)

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 10:20 AM |
| Auditor's Office | Arcilia Duran | 12/01/2011 01:35 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 01:41 PM |

Form Started By: Aida Alvarez Started On: 11/30/2011 09:10 AM

Final Approval Date: 12/01/2011

**AI-29938** **20. F.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Cause No.: C-223-10-H; Samuel Zuniga v. County of Hidalgo

### BACKGROUND

Rex Leach, Atlas & Hall

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 03:49 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 01:36 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 01:41 PM |

Form Started By: Monica Badillo Started On: 11/30/2011

Final Approval Date: 12/01/2011

**AI-29968** **20. G.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Claim of Joana Bernice Morales, et al

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/02/2011 08:01 AM |
| Auditor's Office | Arcilia Duran | 12/02/2011 02:32 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Monica Badillo Started On: 12/01/2011 05:12 PM

Final Approval Date: 12/02/2011

**AI-29986** **20. H.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Atty Rick Gonzalez **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

CL-1137-10-F; Monica Lee Cruz v. Teresa Flores and Head Start Program

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/02/2011 04:36 PM |
| Budget & Management | Merlen P. Munoz | 12/02/2011 04:36 PM |
| Auditor's Office | | |
| Purchasing Department | | |

Form Started By: Monica Badillo Started On: 12/02/2011 04:28 PM

**AI-29890** **21. D.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

### CAPTION

Claim of American Electric Power (AEP)

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 10:20 AM |
| Auditor's Office | Arcilia Duran | 12/01/2011 01:35 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 01:41 PM |

Form Started By: Aida Alvarez Started On: 11/30/2011 09:09 AM

Final Approval Date: 12/01/2011

**AI-29892** **21. E.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

### CAPTION

Claim of American Electric Power (AEP)

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 10:20 AM |
| Auditor's Office | Arcilia Duran | 12/01/2011 01:35 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 01:41 PM |

Form Started By: Aida Alvarez Started On: 11/30/2011 09:12 AM

Final Approval Date: 12/01/2011

**AI-29939** **21. F.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Cause No.: C-223-10-H; Samuel Zuniga v. County of Hidalgo

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 11/30/2011 03:49 PM |
| Auditor's Office | Arcilia Duran | 12/01/2011 01:36 PM |
| Purchasing Department | Marty Salazar | 12/01/2011 01:41 PM |

Form Started By: Monica Badillo Started On: 11/30/2011

Final Approval Date: 12/01/2011

**AI-29969** **21. G.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Claim of Joana Bernice Morales, et al

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/02/2011 08:01 AM |
| Auditor's Office | Arcilia Duran | 12/02/2011 02:32 PM |
| Purchasing Department | Angela Garcia | 12/02/2011 04:15 PM |

Form Started By: Monica Badillo Started On: 12/01/2011 05:13 PM

Final Approval Date: 12/02/2011

**AI-29987** **21. H.**

**CC REGULAR**

**Meeting Date:** 12/06/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

CL-1137-10-F; Monica Lee Cruz v. Teresa Flores and Head Start Program

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 12/02/2011 04:37 PM |
| Budget & Management | Merlen P. Munoz | 12/02/2011 04:37 PM |
| Auditor's Office | | |
| Purchasing Department | | |
| Form Started By: Monica Badillo | | Started On: 12/02/2011 04:29 PM |

**From:** Steve Crain
**To:** "Monica Badillo"
**Subject:** RE: Amendment to ICA - City of Alamo, PSJA ISD and County - El Gato Rd Project
**Date:** Friday, December 02, 2011 3:53:27 PM

---

The agreement is fine.

---

**From:** Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
**Sent:** Friday, December 02, 2011 2:29 PM
**To:** priscilla.torres@co.hidalgo.tx.us
**Cc:** Steve Crain; 'yoli'
**Subject:** Amendment to ICA - City of Alamo, PSJA ISD and County - El Gato Rd Project

Priscilla,
The agreement was approved on 9/7/10; but I have not found where this amendment ever went to court. I along with Pct. 2 (Yoli) have searched the agendas; can you search to make sure we didn't miss it.

Steve,
Can you sign off on the Amendment so that the auditor won't have a concern whether u have reviewed this or not? I want to include this on the next agenda.
Thanks,

*Monica Badillo, Court Administrator*
*County of Hidalgo Executive Office*
*2818 S. Bus. Hwy. 281*
*Edinburg, Texas 78539*
*(956) 292-7025 ext. 5404*
*(956) 292-7034 (fax)*